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Received OCT 6 1923

EXPERIENCE WITH TRADE UNION AGREEMENTS— CLOTHING INDUSTRIES

RESEARCH REPORT NUMBER 38
by the
NATIONAL INDUSTRIAL CONFERENCE BOARD
June, 1921

THE CENTURY CO.
NEW YORK

N277562

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National Industrial Conference Board

OCT 6 1923

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INTRODUCTION

The National Industrial Conference Board presents herewith the results of its investigation of collective bargaining between employers and the labor unions in the clothing group of industries.

Collective Bargaining in industry is, in general, the process of arriving at an agreement on wages, hours or conditions of employment between employees acting as a group on the one hand and an employer or group of employers on the other. This definition covers agreements with labor unions as well as agreements with works councils, company unions, and other similarly representative bodies. By far the larger part of manufacturing industry, it is true, does not operate under collective agreements with labor unions, but the concentration of labor union activity in certain industries, such as those here dealt with, makes a study of experience with trade union agreements in these industries an important one.

Agreements between an employer and his employees through the medium of works councils form a separate subject and are not treated in this report.[1]

Scope of Investigation

It has not been practicable to deal with the question of the effect of the agreements upon prices, or with the question of the existence or non-existence of combinations between labor and employers against the consumer. These are larger public aspects of the problem which would in themselves form the subject of a special investigation, and are of a nature that would be difficult for any other than a governmental agency to undertake. The discussion has therefore been limited to the broad consideration of the structure and working of these agreements. The method adopted is to trace the development of the agreements examined, to outline the terms of the most recent agreements, and to describe their working, with particular attention to the experience of employers who are parties to them or who have accepted their terms.

[1]See National Industrial Conference Board. Research Reports Nos. 21, 26.

Most of the larger labor unions of the United States have agreements with employers in Canada, but no attempt has been made at this stage to deal with these agreements.

In view of the peculiar nature of the labor union as a bargaining entity a brief description of each union and of the powers, aims and methods with which it approaches collective bargaining is given before the discussion of the agreements themselves is entered upon.

Sources of Material

Information for this investigation has been collected from employers, employers' associations, and labor unions, through questionnaires, correspondence, and interviews. Reports of the National and State governments, publications of the various private institutions which have dealt with industrial problems, and other publications, including trade-union periodicals, have also been examined for pertinent material.

Certain difficulties in securing reliable data should be noted. In the first place, direct evidence on many points is not forthcoming from either employers or unions, and on some points there is a conflict of evidence. Secondly, adequate statistical material is not available. There are, for instance, no official figures on present trade union membership in the United States. The figures published by the American Federation of Labor are only approximate, representing merely the number of members of affiliated unions on which a per capita tax is paid to the Federation. Moreover the American Federation of Labor does not include all unions. Thirdly, there are very few libraries with even moderately good collections of trade union constitutions and publications.[1]

Under these circumstances it has not been possible to establish all details with judicial accuracy. That could be done, if at all, only where the investigating organization had plenary legal powers and where proper statistical material was available.

Despite these limitations every attempt has been made to state the facts truly, and to weigh doubtful evidence with impartial judgment.

Citations

Information from private sources has often been given under the condition that it be considered confidential as to source. It has therefore been impossible to cite the authority behind every statement quoted. In such instances, however, the nature of the source—labor union, employer or other—has been indicated in the text.

[1]For current literature the best collections are probably those of the Johns Hopkins University Library and of the library of the Department of Labor, Washington, D. C. There is a valuable collection of historical material in the library of the American Bureau of Industrial Research, Madison, Wisconsin.

Terminology

The following terminology is used with respect to the matter defined:

Closed Union Shop: A shop in which only labor union members may be employed; or a shop in which, if no labor union members can be secured, non-unionists may be employed, provided they join the union within a specified period after employment. The terms "closed shop" and "union shop" are not used because they are not sufficiently definite.

Preferential Union Shop: A shop in which, in hiring new employees, preference is given to labor union men, but in which, if no union members are to be had promptly, non-unionists may be hired, without their being required to join the labor union later. It is also usually provided that, in discharging and laying off employees, non-unionists should be laid off first. Provision requiring the employer to apply to the labor union office for new help, before seeking non-union help in the open market, is often inserted as a device to insure observance of preference.

Open Shop: A shop in which labor union or non-union workers may be hired at the option of the employer, with no obligation on the part of non-union workers to join the labor union and with no discrimination for or against union workers on the part of the employer.

Union Organization

Some knowledge of the structural framework of labor unions generally is requisite to an understanding of their bargaining practice. The clothing industries afford illustrations of both craft and industrial organization. The United Hatters are a good example of organization along craft lines, the Amalgamated Clothing Workers of industrial organization. In the former case admission to the union is restricted to certain crafts, in the latter the union admits freely all workers connected with the industry, irrespective of craft. Under both forms of organization individual workers are organized into "local unions" or "locals," corresponding to the lodges or chapters of a fraternal order. These locals are the constituent units of the "national" union, the officers of which are elected either by delegates of the locals assembled in convention, or by the individual members through a referendum. The national officers exercise supervision over the constituent locals, the degree of control which they exert varying with different unions.[1]

Agreements with employers or employers' associations are usually concluded by the locals, though the sanction of the offi-

[1]Many unions apply the term "international union" rather than "national union" to their general organization. The word "international" in this connection means simply that the union has part of its membership in Canada, and sometimes in Cuba or Mexico.

cers of the national union is frequently required. Occasionally agreements are concluded between a national organization of employers and a national union, such agreements being then binding upon all the locals of the national union.

Most of the national unions in the United States are affiliated with the American Federation of Labor. The degree of control which the Federation exercises over its affiliated unions is, however, limited, and in no wise comparable to the control which the national unions exercise over their constituent locals.[1]

There exist also city and state federations of labor, representing the locals of their respective regions in certain activities, in much the same manner as chambers of commerce represent the business houses. With the American Federation of Labor and the state and city federations the present investigation is not immediately concerned, as they do not conclude agreements.

[1]An exception to this statement must be made in the case of those locals which belong to no national union, but are affiliated directly with the A. F. of L.

I

CHARACTERISTICS OF THE CLOTHING INDUSTRIES AND EXTENT OF LABOR UNION ORGANIZATION

The clothing industries are of special interest for the purposes of a study of trade union agreements. The workers are organized with exceptional completeness. Their unions have concluded agreements of great variety, and in some cases the record of them is sufficiently full so that their development can be traced through a number of years. Finally, under these agreements ambitious experiments have been made with plans for arbitration and mediation, the ultimate control of labor relations having been placed, in many instances, in the hands of impartial officials jointly appointed by unions and employers.

The clothing industries are here taken to include the making of outer garments, both custom and ready-made; shirts, waists, etc.; men's furnishings; headgear of all kinds, including hat materials, and ladies' millinery; corsets and elastic goods; white goods; embroidery; furs and fur goods. This excludes gloves, shoes and other leather manufactures, also knit goods, underwear other than white goods, hosiery and lace. This division accords with the line between the jurisdictional claims of the clothing, leather and textile unions.

The average number of wage-earners employed in 1914 in the clothing industries as above defined, omitting custom tailors, for whom no data are available, was nearly 555,000. The average number is not, however, an adequate measure of the labor force in these extremely seasonal industries. In March, 1914—the month of maximum employment in the clothing industries taken as a whole—the number employed, omitting custom tailors, was nearly 599,000.[1]

Unions in the Clothing Industries

During the past ten years unionism has had a remarkable growth among these workers, as is shown by the following table:

[1]United States. Census of Manufactures, 1914, Abstract. See under headings "articles from textile fabrics for personal wear," pp. 56–57; "fur goods," "furs, dressed," pp. 624, 626; "hat and cap materials" and hats, pp. 635–637, also pp. 468–477. Above totals include wage-earners listed under "millinery and lace goods," part of whom do not come under the clothing industries as defined for this inquiry. The Census of Manufactures has published no data regarding custom tailors since 1900.

	Membership[1] 1909–10	1919–20
Amalgamated Clothing Workers (founded 1914)		150,000[2]
United Garment Workers	54,200	45,900
Journeymen Tailors' Union	12,000	12,000[3]
Ladies' Garment Workers	18,700	105,400
Fur Workers of U. S. and Canada (founded 1910)		12,100
Fur Workers, Int. Assn. of (surrendered charter, 1911)	200	
Cloth Hat and Cap Makers	2,100	15,000[4]
United Hatters	8,500	10,500
Straw and ladies' hat workers (locals only)	400[5]	700[6]
Neckwear workers (locals only)	[7]	1,100[6]
Suspender workers (locals only)	[7]	200[6]
	96,100	352,900

The clothing unions had in 1919–20 a membership of approximately 16,000 in Canada.[8] Deducting this number from the above total leaves a membership in the United States of about 336,900.

Pending the publication of the number of wage-earners in these industries, as determined by the 1919 Census of Manufactures, no exact estimate can be made of the percentage who are members of unions. The membership of the clothing unions in the United States in 1919–20, omitting the Journeymen Tailors, was about 325,000. This number was approximately 59% of the average number of wage-earners in the clothing industries of the United States in 1914—555,000—and approximately 54% of the number in the month of maximum employment in that year—599,000—omitting custom tailors in each instance. There are indications that the number of wage-earners in these industries has considerably increased since 1914, but the increase cannot be estimated with any exactness. All that can be said with certainty regarding the present extent of unionism in the clothing industries is that it is not over 59%—or 54%, if the number employed in the busy season is taken as the base.

These calculations leave out of account union members not in good standing through arrearage of dues—a numerous class

[1]Membership figures, when not otherwise noted, are computed from A. F. of L. voting strength, which is based on per capita tax paid by each organization, which in turn is based on membership of each. Voting strength for 1909–10, from A. F. of L. "History, Encyclopedia, Reference Book," 1919, pp. 478–481; for 1919–20 from A. F. of L. Proceedings, 40th Annual Convention, 1920, pp. 19–20.

[2]Membership in good standing "over 150,000"—Budish, J. M. and Soule, G. "The New Unionism." 1920, p. 95.

[3]This figure based on A. F. of L. voting strength. Actual membership said to have been about 18,000 in 1920—*The Tailor*. January 25, 1921, p. 3.

[4]"The New Unionism," p. 80.

[5]Barnett, G. E. "Growth of Labor Organization in the United States, 1897–1914." *Quarterly Journal of Economics*. August, 1916, p. 841.

[6]Number approximated to nearest hundred. Membership figures from Secretary, A. F. of L. Membership may exceed above figures. See p. 121.

[7]No data in hand.

[8]Canada. Department of Labor. "Ninth Annual Report on Labour Organization in Canada." 1920, pp. 247–248.

in these seasonal industries. Many of these members support their union in time of strike, and thus constitute an addition to its strength.

Affiliations

Of the seven principal clothing unions, all but the Amalgamated Clothing Workers are affiliated with the American Federation of Labor. The Cloth Hat and Cap Makers are at present suspended from the Federation because of a jurisdictional dispute. The Amalgamated, however, is regarded by the A. F. of L. as an outlaw body.

Nevertheless, the Amalgamated has recently joined with four A. F. of L. unions—the Ladies' Garment Workers, the Cloth Hat and Cap Makers, the Journeymen Tailors and the Fur Workers—to form the Needle Trades Workers' Alliance of America. The following announcement was issued after the organization of this new body, December 9, 1920:

> The alliance is to act in an advisory capacity for the various affiliated international unions with regard to strikes, lockouts, organization work and trade matters, and is to assist the affiliated organizations in time of struggle with their employers by every means at its command.

Each union retains its autonomy and complete control of its internal affairs. The governing body of the Alliance is an executive council, composed of three members from each union. At this writing (June, 1921), the Alliance has not been active in any matters which have been brought to public notice, and it is too early to predict what its significance will be.

Characteristics of the Clothing Industries

In taking up the consideration of the various unions and their agreements, certain peculiarities of the clothing industries which have strongly influenced the course of collective bargaining should be kept in mind.

First, small manufacturing units prevail. In 1914 there were 16,872 establishments engaged in these industries, of which 66% employed 20 wage-earners or less and 86% employed not more than 50. Only 26 establishments employed over 1,000.[1] The small manufacturer being at a comparative disadvantage in dealing with organized labor, the employers have themselves organized extensively into associations for that and other purposes.

Second, the clothing industries are seasonal, some of them highly so.

Third, in the needle industries at least, the number of highly skilled workers is small, most of the operations requiring a degree of skill which is easily acquired.

[1]United States. Census of Manufactures, 1914, Abstract, pp. 410–421. The 16,872 establishments include 522 making trimmings, lace goods, etc., some of which do not fall strictly within the clothing group as defined above.

Fourth, over 60% of the wage-earners in these industries are women and girls.

Lastly, in most of the clothing industries the labor force is a peculiarly excitable one. The foreign-born element is strong, Jews, Italians, and Slavic races predominating. Furthermore, the needle trades have a background of many years in which tenement and sweatshop work prevailed, and the recollection of these conditions, which is played upon by union leaders, undoubtedly serves to incline the workers in these trades to radicalism in thought and action. Many of them are deeply imbued with communistic ideals. The latter observations do not, however, apply in any great measure to the small town workers, especially those of native birth.

II

SUMMARY AND CONCLUSIONS

Instability of Union Agreements

The outstanding feature of the trade union agreements here examined is their instability, as compared with the ordinary contracts of business. Ordinary commercial agreements—such as agreements to buy and sell, to lease and hire—are not only supported by custom and by prevailing conceptions of business probity and honor, but they receive also the support of the law. The breach of such a contract brings the party in fault within danger of a verdict for damages. Trade union agreements do not, in practice, receive similar support.[1]

Such agreements are not, of course, wholly lacking in binding power. They are sustained to some extent by public opinion, and by the desire of the parties concerned to live up to their obligations, though the sense of obligation on the part of employers, or workers, or both, is weakened by a feeling that the bargain they have concluded is a forced one.

In the clothing industries when stability under an agreement is actually attained, it appears to depend on the existence of an approximate equality of strength between the parties to the agreement, under which circumstances neither side cares to risk a conflict.

Modifications, Violations, Abrogations

The instability of union agreements in the clothing industries is demonstrated by the frequency with which they are modified before their expiration, both with respect to wages and occasionally with respect to hours and other matters. Such modifications are made upon the demand of one party, which is acceded to by the other party, or in some instances submitted to arbitration. Modifications so made cannot be strictly classed as violations, although they are frequently so described by the party whose interest has been adversely affected. Commercial contracts are, on occasion, similarly modified by mutual agreement, but in such cases there is more freedom to agree or not agree to the modification. In the case of union agreements in the clothing industries, however, there is often behind a demand for modification, an element of compulsion by superior force in

[1]Without going into the technicalities of the subject, it may be said that the question of practicability as well as that of validity has probably prevented an adequate test of these agreements in the Courts. Moreover, there are doubts as to the legal status of labor unions. It may be noted, however, that the Courts have shown some readiness to protect the parties to these agreements by enjoining attempts to bring about their breach. This is an indirect recognition of validity which may lead to interesting developments.

the economic sense, which in a measure justifies the attitude of those who regard such demands as violations of the agreement.

In addition to the modifications above noted, which may or may not be classed as violations of the agreements, numerous actual violations do occur, as is evidenced by the records of the authorities charged with grievance adjustments.

The instability of union agreements in the clothing industries is finally evidenced by the fact that they are not infrequently terminated before their expiration date by more or less arbitrary cancellation, or by the cessation of official relations between the parties, or, in occasional cases where an employers' association is a party to the agreement, by the disbanding of the association.

Effect of Arbitration on Stability

The system of referring disputed matters to arbitrators, with which extensive experiments have been made in the needle industries, has not sufficed to stamp trade union agreements with the recognized stability of the contracts of commerce. It is true that this system has been notably serviceable in handling not only the grievances of individuals but many broader questions. The fact remains, however, that the operation of the adjustment machinery, and indeed its very existence, depend on the continued willingness of the parties to these agreements to support such machinery and not upon any sanction of tradition or law. When, as has repeatedly happened in times of unusual stress, this joint support has broken down, the machinery of arbitration has been powerless to maintain its existence or to save the life of the agreement.

Influence of External Conditions on Agreements

The manner in which a union agreement operates is not determined solely by the nature of its provisions. Its working is powerfully influenced by such factors as the prevailing system of manufacture, the composition of the labor force, the prosperity of the industry at the time, the relative strength of the parties to the agreement, the spirit in which they enter into relations with one another, and the personality of the individuals who administer the agreement.

The effect of such conditions is sufficiently illustrated in the body of this report by the numerous cases noted in which agreements, substantially similar in terms, have given very dissimilar results in different industries or cities.

The instability of union agreements and the degree to which they are affected by external circumstances are basic facts which should be kept constantly in mind in connection with the following discussions of the operation of agreements as observed in the clothing industries.

Strikes and Lockouts

During the period in which agreements have been employed in the clothing industries, "general" strikes, affecting entire industries in a given city, have not been eliminated. It is true that in only a few instances have such strikes been called while an agreement was actually in force; but a considerable number have occurred at the expiration of agreements, usually connected with the negotiation of a renewal. Strikes or lockouts have also followed the abrogation of several agreements.

Because of the inadequacy of the records it is impossible to draw an accurate comparison, in terms of man-days lost, between the strikes of the period in which agreements have been in force and those of the preceding period.

The same difficulty precludes any exact comparison of the two periods with respect to the number of shop strikes and other stoppages. It appears fairly certain, however, that these minor disorders have been diminished under the agreements, even though not eliminated. The extent to which this has been accomplished has varied greatly, as between one locality and another, depending not only upon the manner in which the agreement was administered, but also upon the nature of the labor force, and upon the efficiency of the employers in labor management.

The clothing industries are largely in the hands of Jews, Italians and Slavic races. The working force thus derived is characterized by an excitable temperament and radical views on social and political questions. These facts are reflected in the phenomenally large number of shop strikes which occur in these industries.

Adjustment of Disputes

One of the principal factors in the reduction of shop strikes has been the substitution, under agreements, of more orderly means of giving expression to grievances. The machinery for adjusting controversies has been one of the most successful developments under the clothing agreements.

The immediate injection into all disputes of expert adjusters—one representing the employer or his association, the other representing the union—has been of great value in meeting these difficulties in their earliest stages. These adjusters, it should be noted, combine the functions of mediators and arbitrators. Furthermore, the system of referring disputes not adjusted in the above manner to outside impartial arbitrators, or to trade boards presided over by such arbitrators has, in general, proved satisfactory. Such at least has been the case when the matters adjudicated have been individual grievances, or issues involving merely the application or interpretation of the existing agreement.

Where, however, outside arbitrators have been empowered to deal with all matters, whether covered by the agreement, or not, and to pass upon the modification of the agreement itself, in a quasi-legislative capacity, less satisfactory results have been attained. The tendency under recent agreements has been to leave such matters to be settled between employers and the union directly. In some instances, the jurisdiction of the arbitrator has been restricted to individual grievance cases. Under other agreements, broader issues, such as those involving changes in wages and hours, are referrable to arbitrators when employers and union are unable to reach a settlement by negotiation; but, in general, basic changes in the agreement may be made only by the parties to it.

One of the most important features to be observed in the operation of the arbitration machinery in the clothing industries, is the so-styled "impartial chairman," who is often granted considerable authority by the agreement to adjudicate in disputes between the parties. It might be expected that he would therefore tend to become a supreme judicial officer in the section of the industry concerned, relying upon his constituted authority to secure obedience to his decrees. This, however, is not the case. The impartial chairman, no matter how great the authority committed to him by the parties may be, is in practice a mediator and not a judge. The process of settling a disputed issue is one of constant communication with both sides, not solely by hearings as in a court of law, but personally and privately and always with a complete absence of formality. The ultimate decision represents an accepted solution rather than a judicial decree. Under these circumstances it is not surprising that the personality of the impartial chairman, no less than his knowledge of the industry with which he is concerned, plays a large part in the success of the machinery.

With regard to the form of the arbitration machinery, it may be noted that the board with equal representation of employers and employees has been abandoned, in most of the clothing industries, in favor of the impartial arbitrator, or for a board presided over by such an arbitrator. The former type of board, when any considerable volume of work has accumulated, has been found to work too slowly and to deadlock too often.

Effect on Production

Output under agreements in the clothing industries has been adversely affected by three principal factors—reduction of the work week, substitution of week-work for piece-work and relaxation of discipline, due to limitations placed upon the employer's power to discharge.

Effect of Shorter Working Week

There is considerable evidence that the reduction of the work week in the clothing industries, from 52 hours and over to 44,

has involved a diminution of production. It is true that the matter has not been subjected to investigation to the degree that would be desirable. Should such an investigation be attempted it would be faced with serious difficulties, because of the unstandardized nature of the product in these industries, the variation of materials, methods, conditions, etc., from year to year, and the lack, in many cases, of records of individual production. Another possible difficulty is the resistance of union workers to the keeping of such records, as has been the case in some instances in the past.

While the evidence in the matter is neither full nor in many cases exact, it has sufficient validity to warrant consideration. Employers in the present investigation have with a few exceptions stated that output had been diminished in consequence of the shortening of the work week. This diminution was in several cases tacitly admitted by union officials, who in one important instance defended the shorter week on the ground that it would make room for demobilized soldiers, thus implying a curtailment of production per worker.

Effect of Week-Work System

There is still stronger evidence of the adverse effect upon output of the substitution under agreements, of the week-work for the piece-work system. Again exact statistical evidence is lacking, and the collection of such evidence is rendered difficult by the factors already noted.

Nevertheless, the adverse testimony of employers working under the week-work system compels attention by its volume alone. In addition, it is important to note that similar complaints are not received from employers working under the piece-work system. Furthermore, the employers, in certain of the clothing industries, did not strongly oppose the establishment of the week-work system when it was still untried. It was only after the system had had a trial that this opposition took form.

The testimony of employers on this question receives support from important decisions made by arbitrators in the spring of 1921, and accepted by union officials and members, extending the piece-work system, or establishing or extending the system of standards of production, for the avowed purpose of increasing output.

Finally, the unions have themselves in some instances admitted the deficiencies of the week-work system. Two important agreements just concluded carry clauses pledging increased production, in one case accompanied by provision for production standards. In some instances union officials have denied that production has been unduly low, but on the other hand the necessity of greater efficiency of production has been recognized in discussions in union periodicals. The 1920 convention of the

Amalgamated Clothing Workers indorsed production standards.

There is, indeed, evidence that the more thoughtful union leaders realize the need for adequate production, and are taking measures to insure it.

Alternatives to Week-Work

The piece-work system appears to maintain production, but it carries with it certain difficulties which make it a not altogether ideal device. The most conspicuous of these difficulties is the bickering which takes place due to the fact that the product is unstandardized and changes with every fashion. As already noted, no automatically dependable system for setting such rates by joint action of employers and union has been devised, except in the highly standardized overall industry. The system of "standards of production," now being tested in Cleveland and elsewhere, may be a solution of the output problem preferable to ordinary piece-work. Unfortunately there are indications that the adoption of such standards in the smaller shops is likely to involve new and special difficulties arising from the individual character of the work and the absence of standardized production methods.

Other Factors Adverse to Production

A contributory cause of diminished output, especially where week-work prevails, has been the difficulty of enforcing discipline owing to the limitations placed by agreements upon the right to discharge. In theory, the object of such provisions has been the protection of the worker from unjust or arbitrary discharge. Under the agreements of the stronger employers' associations, it has been specified that workers might be discharged for such reasons as inefficiency or insubordination. In practice, it has been difficult to discharge any worker except for the most flagrant dereliction because of the difficulty of proving clear cases of inefficiency or insubordination, and also, in some cases, because of pressure brought to bear on the employer by the shopmates of the offender. The latter difficulty is, of course, not directly a consequence of the agreement. Even more stringent restrictions have been placed on discharge under the agreements of the weaker associations.

Production in the clothing industries has also been hampered, under various agreements, by union rules relating to manufacturing methods, employment of apprentices and helpers, hiring, lay-offs, equal division of work, limitation of overtime, contracting, etc.[1] In some cases the union members have opposed the introduction of improved machines, fearing the displacement of some of their number. This difficulty cannot, however, be

[1] Some employers have complained of deliberate slackening of production by union workers. This is difficult of proof, but it must be noted that in one case the existence of "systematic and organized attempts to curtail production in order to force the employer to pay higher wages" was established by a governmental authority during the war.

attributed to the existence of agreements, which in these industries have, in general, carried no provisions against new machinery. The nearest approach to such limitation has been made through provisions designed to protect the employee from loss of earning power under changed methods. In some cases these clauses have been so administered as actually to aid the employer in installing new machines without controversy.

Favorable Influences on Output

In certain ways, on the other hand, production has been helped rather than hindered by the existence of agreements. The decrease in the number of shop strikes under agreements has already been noted. This has bettered output through reduction of lost time and avoidance of shop disorganization. Labor turnover in these industries, while not markedly affected by agreements, seems in a number of instances to have been somewhat reduced, with consequent benefit to production. In certain cases favorable effects on output have been noted, due to improved factory morale under agreements.

General Effect on Output.

Nevertheless, when due allowance has been made for all favorable results of agreements, their net effect upon production in most of the clothing industries, seems to have been adverse.

This does not mean that agreements themselves or union activities are to be held responsible for all deficiencies of production in the clothing industres. Other factors have also worked to hold down output especially in recent years—such factors as shortage of labor and, at times, of materials, employment of unpracticed workers, and inefficiency of management, particularly in many of the smaller shops and in certain mushroom firms which arose in the period of post-war prosperity.

Wages

During the period covered by agreements, wages in the clothing industries have been raised from comparatively low to comparatively high levels, and hours diminished. However, such changes must not be regarded as having been caused by the agreements. During the period of war prosperity wage increases were secured by unorganized as well as organized workers in all industries. In the clothing industries these increases were gained by the force which the unions, aided by such economic factors as labor shortage and heavy demand for products, were able to exert.

An exception to this statement might be made in the case of concessions secured through the decisions of arbitrators during the currency of agreements. But even in those instances the element of organized union strength exerted an indirect influence upon the situation, for, as has been noted, agreements, with their

arbitration machinery, depend finally for their maintenance upon the strength of the contracting parties.

Agreements have served to place wage terms definitely on record and have thus rendered them somewhat more secure against arbitrary change, and reduced the probability of their being made subjects of dispute. In this manner, agreements in normal times appear to stabilize wages to some extent. It is this stabilization of wages which, because it enables him to predict his labor costs, has been one of the principal advantages the employer hopes to derive from the adoption of a trade union agreement.

This advantage was largely nullified, both during and after the war, by the frequency with which wage terms were changed during the currency of agreements. Under some agreements—including most of those in the women's wear industries—the wage scale was made up of minimum rates for the various classes of workers, who were at liberty to secure higher rates by individual bargaining. During post-war prosperity actual wages were raised in this manner until the scale of the agreement became almost meaningless. Even where specific rather than minimum wage scales were written into agreements, many workers demanded and secured higher rates.

Many of these agreements thus afforded little advantage to employers in wage matters, and, on the other hand, did not materially hamper the unions in their wage demands during the recent period of prosperity and labor shortage—though it should be said that there were considerable differences between individual agreements with respect to the stability they showed during this time, owing to differences in administration and general characteristics of the industry. Whether agreements will be elastic to the same degree in permitting wage decreases during the current depression is a matter not yet determinable. At this writing wage terms under some agreements have been revised downward with union consent. A few have been abrogated by employers, or have not been renewed, because of union refusal to concede reductions. In three important cases wage reductions have been granted by arbitrators acting under agreements, and in another instance, while no reduction was made, piece-work was extended. The degree of success attained in the experiments on "standards of production" already referred to will have an important bearing on the value of agreements in establishing wages.

Hours

As already noted, there has been a general reduction of hours in the clothing industries, during the period covered by agreements, from 52 or 54 hours and over, to 44 per week (in a few cases 48). The same considerations apply to these reductions as to wage increases—agreements have not caused, but have

merely recorded, the changes. Agreements have, however, been modified less frequently in their hour terms than in their wage terms, so that the stabilization of cost factors desired by employers has here been partially realized.

Equalization of Wages and Hours, Etc.

Many employers in the clothing industries have wished to establish, through union agreements, uniformity of wages, hours and working conditions in various markets and between competing firms. Uniformity of wages and hours on a national scale has, as a matter of fact, been brought about only in the overall industry. Local uniformity has been secured in certain other cases. In the women's wear industries it seems impossible to equalize labor costs, because of the diversity of products and of qualities. Special difficulties in equalization have also been encountered where piece-work prevails.

Health and Safety

Conditions affecting the health and safety of the workers have shown marked improvement during the period covered by union agreements, which have undoubtedly exerted a considerable influence in bringing about the change. The work of the New York Joint Board of Sanitary Control, which was established and maintained under agreements, is the most striking case in point. Other agreements have carried clauses dealing with sanitation.

Factors unconnected with agreements, however, have been influential in improving the standards of the clothing industries in sanitary matters—new legislation, more effective enforcement of legislation, the activities of such bodies as the Consumers' League, and, finally, the voluntary efforts of employers.

Employee Morale

The number of reports received regarding the effects of agreements on factory morale has been too small to permit of exact conclusions being drawn. Other factors, such as the employers' policy in labor management, appear to exert an equal or greater influence on morale.

The installation, under an agreement, of an effective system of grievance adjustment where none had previously existed, seems in some instances to have produced a better attitude among employees toward their work, though it has required considerable readjustment by the employer in respect of shop discipline. On the other hand, where a high degree of "house loyalty" has already been built up, such loyalty may be weakened upon the conclusion of an agreement under which the employee looks not to the employer but to the union for the determination of his wages, hours and working conditions, and to the outside "impartial chairman" for the final adjustment of his grievances.

Effects of Agreements on Union Interests

In the matters thus far discussed, the interests not only of employers have been concerned, but also, in most instances, the interests of employees, and of the general public. There remain to be considered certain other effects of agreements bearing primarily upon the interests of the unions and their members.

Strength of Organization

The unions in the clothing industries have obviously made remarkable gains of membership during the period covered by their more important agreements, but it is impossible to say in what measure this growth has been due to the existence of the agreements. The establishment of the closed or preferential union shop has undoubtedly made easier the task of the union organizer, although the unions have also gained membership under such nominally open shop agreements as those in the Rochester men's clothing and Cleveland women's garment industries.

Security of Employment

As already noted, the unions have not only succeeded in protecting their members against arbitrary discharge, but, in many instances have rendered their discharge for due cause extremely difficult. In most of the clothing industries, unless the employee is guilty of peculiarly flagrant misconduct or voluntarily leaves his job, his tenure in it is practically permanent, it being understood that when he is laid off in the slack season he is to be given his share of such work as becomes available during that season and is to be employed again in the next busy season before any new worker may be hired.

In reducing seasonal unemployment, however, the unions have had little success. Direct measures, such as inclusion in an agreement of guarantees of a specified number of weeks of employment, have been resorted to in only a few instances, and have not in the past given satisfactory results. Indirect measures, by which the union has attempted to force the lengthening of the season through the shortening of the work week, limitations on overtime, etc., have effected no marked change in the seasonality of the industries involved. Such reductions of seasonality as have been brought about in certain large factories have been due to the efforts of the employers concerned, by standardization of product and efficiency of manufacture.

The immunity of the employee against discharge already referred to, combined with the substitution of the authority of adjustment and arbitration boards for the authority of the individual employer, has relaxed the strain of discipline. It is the testimony of union leaders that under these agreements employees have had a greater feeling of personal independence and less anxiety with regard to possible loss of employment or earning power.

In the Cleveland ladies' garment industry a plan for guaranteeing employment has been put into effect, but this has not yet had an extended trial and no data on its results were available at the time of writing.

Preparation for Control of Industry

Certain of the labor unions in the clothing industries, in pursuance of general socialistic policies declare that their ultimate aim is the control by the workers of the industries in which they operate. While the agreements negotiated by these unions give no indication of the direct furtherance of this aim, it is possible that the agreements may be considered as assisting these socialistic projects indirectly; for under agreements union officials have enhanced opportunities for becoming familiar with the problems of management and, to that extent, of equipping themselves for the desired control. It is, however, a speculative possibility that such contact may serve to discourage this aim by correcting erroneous notions entertained by some union workers regarding the managerial side of industry. This is borne out by the frequent testimony of employers to the effect that union leaders become easier to deal with as they acquire increasing experience.

The remarkable success of the Amalgamated Clothing Workers in organizing the men's clothing industry along industrial as distinguished from craft lines, in the face of vigorous opposition on the part of less radical elements within the labor movement indicates that the radical policies of this union cannot be regarded as mere fireworks, as is suggested in some quarters.

In conclusion it should be re-stated that this report has not attempted to cover all of the economic effects of collective bargaining in the Clothing Industries. The question, for example, as to how the consumer's interest has been served by the bargaining processes described above cannot be fully answered without further investigation. It is by no means clear that a close alliance between labor unions and employers' associations is best for the consumer, or for public morality. With regard to the value of agreements with labor unions considered as agencies for collective bargaining, it must be borne in mind that this report relates only to agreements in the clothing industries. The practical value of union agreements in general cannot be fully measured by a study of a single industrial group, especially one with such peculiarities as characterize the clothing industries. It has been necessary, therefore, to defer consideration of certain broader aspects of the effects of such agreements until the subject has been studied in reference to several or all of the major industries, and until the process of bargaining between employers and workers in the open shop has also been studied, in order that proper comparisons may be made.

III

AGREEMENTS OF THE AMALGAMATED CLOTHING WORKERS OF AMERICA

The Union

The Amalgamated Clothing Workers of America is the largest, though the youngest, of the unions in the industries of the clothing group. Its membership is composed mainly of workers on men's and boys' ready-made clothing. It claims jurisdiction over shirt makers, but has thus far organized only a small portion of this field. The Amalgamated also includes in its membership some overall workers, custom tailors, cleaners and dyers, and wholesale clerks in clothing houses.

The Amalgamated came into existence in 1914 as the result of a split in the older United Garment Workers' Union. A faction had arisen in this organization, opposed to its officers because of alleged lack of aggressiveness on their part in extending the membership and conducting strikes, and on various other grounds. At the convention of the United Garment Workers, October, 1914, about one-third of the delegates, from locals in which the insurgent faction was strong, were denied seats by the credentials committee. The unseated delegates, with some others, held a separate convention and later attempted to secure title to the name and label of the United Garment Workers. Failing in this the insurgents in December, 1914 organized separately as the Amalgamated Clothing Workers of America.

Union Strength

The new body soon outgrew the United Garment Workers. In February, 1921 the secretary of the Amalgamated stated that the membership was "above 175,000," the number in good standing not being specified.

In 1920 the membership in good standing was reported to be over 150,000. The 1919–20 membership of the United Garment Workers was about 46,000. The total union strength in the men's ready-made clothing industries was then about 196,000 members in good standing. Of these about 185,000 members were in the United States, the remainder being in Canada.

Pending the issue of the Fourteenth Census figures on the number of wage-earners in these industries, it is possible to make only an approximate estimate of the percentage of union members among them. In 1914 the average number of wage-earners engaged in the manufacture of men's clothing (including

overalls), shirts and collars in the United States was approximately 236,000; in February, the month of maximum employment in these industries, the number was 249,000. The union membership for 1919–20 was 185,000, approximately 78% of the former figure, and approximately 74% of the latter. As these industries have undoubtedly grown since 1914, the actual percentages for 1919 would fall somewhere below these figures. These percentages do not, however, convey an accurate idea of the strength of these unions, which is largely concentrated in the men's clothing industry as distinguished from the shirt and collar industries. The men's clothing industry employed in 1914 an average of 174,000 wage-earners—in February, 183,000. It is probable that the workers in this industry were, in 1919, over 90% organized.[1]

The United Garment Workers and the Amalgamated members are grouped together for purposes of the above estimate because of the overlapping of their jurisdictions. This grouping should not mislead the reader as to the relations of these unions, which are in fact actively hostile. As already noted, the A. F. of L. has, to date, treated the Amalgamated as an outlaw body because of its secessionist origin.

Organization

The internal structure of the Amalgamated is of the customary type. The membership is organized into local unions or " locals," and where there are several of these in a city, they maintain a " Joint Board " of officials who act for all the locals in such matters as managing strikes and concluding agreements. The locals and Joint Boards are under the authority of the national union, the general officers and general executive board of which are elected by referendum of the entire membership. A system of shop committees and shop chairmen is also maintained.

Socialistic Policy

The Amalgamated Clothing Workers officially indorse doctrines of a socialistic type. The preamble of their constitution begins:

> The economic organization of Labor has been called into existence by the capitalist system of production, under which the division between the ruling class and the ruled class is based upon the ownership of the means of production.

After amplifying this assertion the preamble proceeds:

> Modern industrial methods are very rapidly wiping out the old craft demarcations, and the resultant conditions dictate the organization of labor along industrial lines.
>
> . . . . . .
>
> The same forces that have been making for Industrial Unionism are likewise making for a closer inter-industrial alliance of the working class.

[1]Figures in above paragraph, on number of wage-earners, from United States Census of Manufactures, 1914, Abstract, pp. 468–474.

> The industrial and inter-industrial organization, built upon the solid rock of clear knowledge and class consciousness, will put the organized working class in actual control of the system of production, and the working class will then be ready to take possession of it.[1]

Varying degrees of significance are attached to these sentiments by different employers. Some, no doubt, would approve the action of one New York manufacturer, who, in January, 1921, brought suit in a New York court for the dissolution of the Amalgamated on the ground that it is an organization seeking the overthrow of the present economic order.[2] An opposite view is expressed by a Chicago employers' representative, who states that, while the Amalgamated leaders hold socialistic beliefs, in practice they "save their socialism for the evening meetings" and in dealings with employers aim simply at obtaining what they can for their members under the existing régime.

The agreements examined in the present investigation give no certain indication of the ultimate aims of the Amalgamated. Its immediate objectives are similar to those of many non-socialist unions. It is possible that the Amalgamated leaders regard attainment of these objectives as the first step in a larger program that has as its end the control of industry by the working class. The only evidence of the existence of such a program which has been brought to public notice consists of the constitutional passages above quoted and similar pronouncements by various Amalgamated officials in speech and writing.

Agreements

The Amalgamated Clothing Workers have agreements with employers' associations or individual employers in some forty cities and towns, including all the important clothing centers of the United States and Canada. There is a considerable diversity in the terms of these agreements, as they follow no standard form prescribed by the national union. At times, the convention of the national union votes for the adoption of some general policy affecting agreements—for example, the 1918 convention passed resolutions calling for the inauguration of the 44-hour week—but in the main each local or joint board is free to negotiate such agreements as it can, with the supervision and assistance of the national officers.[3]

[1] Budish, J. M. and Soule, G. "The New Unionism." 1920, p. 307.

[2] This suit was dismissed, March 29, 1921. While the immediate ground for the dismissal was a point in the phrasing of the complaint, other features of the decision appeared to be unfavorable to the company's contentions. An amended complaint has since been filed by the company, and new proceedings have been started.

[3] The Amalgamated embodies in its constitution no "union rules" which must be accepted, by the employer who signs an agreement. In this respect the Amalgamated follows a less rigid policy than some of the older "craft" unions, such as the United Hatters (see page 115).

The Amalgamated has, however, in the course of its experience worked out a general type of agreement which has been adopted, with variations in detail and form, in most of the cities in which the union is active.

Scope of Agreements Covered

The agreements discussed in the following pages cover all the principal clothing markets of the United States, the number of wage-earners under their terms, in 1920, being about 107,000. Limitations of space have precluded the consideration of the terms of Amalgamated agreements in the lesser clothing centers, or agreements of firms not affiliated with employers' associations, except in three instances of special importance. Agreements in the lesser clothing markets, and those of individual firms, are in the main similar in substance, and frequently also in form, to those discussed.

Reports of experience under agreements have been received from representatives of five employers' associations, whose members, together with the contractors doing work for them, employed in 1920 about 70,000 wage-earners. Reports have also been received from ten firms belonging to these associations and employing about 9,200 persons (included in the 70,000 above). From individual firms not members of these associations, and employing about 12,500 people, six reports have been received. Information on the working of various agreements has also been obtained from other sources.

Agreements in Chicago

The general type of agreement now employed by the Amalgamated Clothing Workers was developed largely in Chicago. It is therefore convenient to begin the present discussion with an account of agreements in that city, rather than in New York, which is the leading clothing center.

Chicago ranks second in the production of men's ready-made clothing. The industry employed in 1914 an average of 32,000 wage-earners, over half of whom were women. In 1920 the number was said to be about 40,000. Poles, Bohemians, Jews, Italians, and other workers of foreign origin predominate.

Hart, Schaffner and Marx Agreements

Origin

The first important experiment in collective bargaining in the Chicago clothing trade was made in 1911 by Hart, Schaffner and Marx, the largest manufacturers of men's clothing in the country, employing at that time over 6,000 people. Previous to the first agreement, conditions in the factories of this company were well above the average for the industry. Nevertheless, according to an official report, the relations between

the firm and its workers were not satisfactory. The prevailing method of seeking redress or concessions was the "sudden stoppage of work" throughout a shop, such stoppages being frequent incidents of every busy season, here as everywhere in the industry.[1]

In September, 1910 a strike occurred in one of the Hart, Schaffner and Marx shops, the immediate cause being a piece-rate dispute. Instead of being the usual brief flareup, the strike spread throughout the clothing industry of the city. Most of the strikers were non-union, their demands were not clearly formulated, and the whole outbreak was largely spontaneous yet remarkably persistent, lasting eighteen weeks.

After several attempts at settlement had failed, an agreement was finally concluded by Hart, Schaffner and Marx, January 14, 1911, in these terms:

1. Former employees to return to work.

2. No discrimination because of union membership.

3. An arbitration committee of one from each side and a third mutually chosen, to adjust all current grievances of employees and fix a method for settling future grievances.

The strikers from other companies later returned to work without any specific gains.

Development

On February 1, 1911 Hart, Schaffner and Marx created a labor department to take charge of all dealings with employees, placing Professor E. D. Howard of Northwestern University at its head. This was one of the earliest experiments in the United States with such a specialized labor department.

In accordance with the agreement a member of the arbitration committee was appointed by the company and another chosen by the employees through the Joint Board of the local unions to which most of the employees belonged. Difficulty being encountered in securing a third person, the two arbitrators found it possible to proceed without the third. On March 13, 1911, they handed down a decision, to take effect April 1, and run two years. Its essential provisions were:

1. Establishment of a system under which any employee might present a grievance to an official appointed by the company, with appeal, in case the matter was not adjusted, to a member of the firm and if necessary to the Board of Arbitration.

2. Equal division of work among all hands in the slack season.

3. Wage increases of 10% in most departments. Minimum wage to be $5 per week for all employees; $6 for males over seventeen; $8 for males over 18, and all cutters, trimmers, etc.; $15 for examiners.

4. Week-workers to receive time and a half for overtime and double time on Sundays and on six specified holidays.

[1]United States. Bureau of Labor Statistics. "Collective Agreements in the Men's Clothing Industry." Bulletin 198, 1916, pp. 10–13, 24.

It should be noted that this was more nearly a Works Council plan than a union agreement.[1] The United Garment Workers who were then the one union in the industry, were granted no specific recognition as representing employees.

The hearing of complaints as above provided was taken on by the company labor department. It required some time to make the system function smoothly. The shop stoppage habit persisted among the workers. In such cases the complaint department refused to act until work was resumed, and after September 1 stoppage of work was regarded as a cause for discharge. By such means the difficulty was finally eliminated, union officials co-operating.

Establishment of Trade Board

Experience during the first year proved:

> . . . that the Board of Arbitration, because of the inadequate machinery at its disposal, was unable as a court of first instance to speedily and properly adjust all the various questions arising —many of them of a technical nature and requiring practical tailoring experience and technical knowledge.[2]

To meet this condition, a new tribunal was established, called the Trade Board, to act as a court of original hearing, its jurisdiction including the fixing of new piece rates. The Board was composed of five members appointed by the company and five by the employees, with a neutral chairman.

The representatives of each party appointed one or more deputies. The deputies for the company were the labor manager and his assistant. For the workers, the deputies were chosen in practice by the union organization. When a complaint was filed, two deputies, one from each side, investigated the matter immediately, being empowered to decide the case by agreement. If the deputies failed to agree, the case went to the Trade Board. Thence it might be appealed to the Board of Arbitration.

This system was the same as that which had been in use since April, 1911 in the New York cloak and suit industry, under an agreement with the International Ladies' Garment Workers' Union. (See p. 64).

It was found feasible under the Hart, Schaffner and Marx agreement to reduce the number sitting on Trade Board cases to two from each side. In practically all cases the decision was finally rendered by the Chairman.

In December, 1912 the two members of the Board of Arbitration were unable to agree on the decision of certain cases and a third member was appointed as originally contemplated.

[1]National Industrial Conference Board. Research Report No. 21, "Works Councils in the United States," p. 6.

[2]Report of committee to establish trade board. United States. Bureau of Labor Statistics. "Collective Bargaining in the Men's Clothing Industry." Bulletin 198, 1916, pp. 29–30.

Success of New Adjustment Machinery

The working of the machinery of grievance adjustment deserves special attention. The following figures are for a period covered partly by the 1911 agreement and partly by the succeeding agreement of 1913:

NUMBER AND PER CENT OF GRIEVANCES ADJUSTED APRIL 1, 1912, TO JUNE 1, 1914, BY AGENCY OF ADJUSTMENT[1]

Agency of adjustment	Number of cases	Per cent
Deputies	1,178	84.1
Trade Board	206	14.7
Board of Arbitration	17	1.2
Total	1,401	100.0

These figures give a fairly typical picture of the manner in which the grievance machinery has operated, not only during the period specified, but down to the present time. The efficiency of the system is obvious. Most grievances were disposed of on the spot by a pair of deputies without the delay and effort involved in even the most informal hearing under court conditions. This does not involve any diminution of the authority of the higher agencies of adjustment, but rather the automatic extension of such authority. As findings of the Trade Board and Board of Arbitration accumulate, the deputies come to know the attitude of these authorities on every usual contingency. The deputies therefore agree upon decisions of grievances in accordance with the previous findings of the Boards, each deputy having in mind the other's power to carry the case before the Trade Board if an agreement is not reached in accordance with both equity and existing precedents. It should be noted further that the deputies are mediators as well as arbitrators, who become, with experience, experts not only in technical matters but in human relations; and the injection of such mediators into the dispute in its initial stages makes for settlement with a minimum of dissatisfaction.

As will be brought out in the following pages, similar systems have been used with success elsewhere in the clothing industry, and in the ladies' garment, millinery and fur industries.

New Agreement of 1913

The original agreement was to expire April 1, 1913. Prior to that date, the United Garment Workers' Union presented various demands. Agreement was possible on all these except one which required the company to discharge any employee who, after two weeks, failed to join the union. A strike seemed probable. The matter was finally compromised by the accep-

[1]United States. Bureau of Labor Statistics. "Collective Agreements in the Men's Clothing Industry." Bulletin 198, 1916, p. 41.

tance (March 29, 1913) by both sides, of the preferential union shop, (defined in the Introduction to this report) a device used since 1910 in the New York cloak and suit industry. The company agreed

> . . . to prefer union men in the hiring of new employees, subject to reasonable restrictions, and also to prefer union men in dismissal on account of lack of work, subject to a reasonable preference to older employees. . . .

All other matters at issue were left to the Board of Arbitration.

Their award constituted a new agreement to run from May 1, 1913 to April 30, 1916. The more important new provisions were:

1. Preferential principle as already agreed upon.
2. Company's power of discharge was to be exercised with "due regard to the reasonable rights of the employees," the Trade Board having power, if appealed to, to review a discharge.
3. In case of a general change in wages and hours in the industry the Board of Arbitration was empowered to determine whether "such change is of so extraordinary a nature as to justify a consideration" of revising the wage and hour terms of the agreement and, if so, to make such revision.

With modifications in its provisions as to wages, hours, overtime, etc., the old agreement was otherwise continued.

It is important to note the absence of rigid and cumbrous detail in these agreements. They were designed to grow and be modified as accumulated experience might dictate.

During the life of the 1913 agreement the Chicago local unions seceded from the United Garment Workers and became part of the Amalgamated Clothing Workers, continuing, however, under the same agreement.

Agreements of 1916 *and* 1919

In 1916 a new agreement was entered into between Hart, Schaffner and Marx and the Amalgamated, consisting principally of a codification of previous agreements and decisions. While it was a much longer document than those which had gone before, it was the same in its essentials, the additional matter consisting almost entirely of concrete applications of principles already accepted.

It was specified that the union was to have in each shop a representative (shop chairman). Any grievance that arose was to be presented in the first instance to this representative, who was to endeavor to adjust it with the shop superintendent. If the representative was not satisfied with the superintendent's action, the matter was then to be reported to the union deputy.

Two new tribunals of lesser rank than the Trade Board were provided for, one a committee of three to fix new piece rates, the other a " cutter's commission " to handle problems of that department, each composed of one representative of the com-

pany and one of the employees, with a third impartial person acting when necessary.

There were added new clauses, providing means by which the Trade Board might discipline persons guilty of "disloyalty to the agreement" (inciting or joining in a stoppage), conduct calculated to break down the authority of officials of either company or union, or failure on the part of any official of the company to carry out a decision of Trade Board or Board of Arbitration.

During the life of this agreement wages were twice increased.

In January, 1919 negotiations led to an extension of the agreement for three years, from May 1, 1919 to April 30, 1922. Wages were again increased at this time and the 44-hour week was granted.

Working of Agreements

Experience under all the foregoing agreements has been exceptionally favorable. Joseph Schaffner, testifying in 1914 before the Commission on Industrial Relations, when asked if he would go back to the old way of dealing with employees, answered, "No; not in a thousand years." [1]

Charles H. Winslow, in a report of the United States Bureau of Labor Statistics, said with reference to these agreements:

> . . . there can be no doubt that the new system of mediation and arbitration, has greatly benefited both parties. . . . The corporation has benefited not only through the elimination of shop strikes . . . but also through increased efficiency in production.[2]

Another authority writes:

> I know from personal inquiry and study of the reports of the firm that there is increased efficiency and productivity, higher wages and larger dividends.[3]

A man intimately acquainted with the working of the agreement writes to the National Industrial Conference Board that the relationship created by the agreement has been satisfactory; that the type of shop chairmen chosen under the agreement has been generally satisfactory; that labor turnover has been reduced. Output has, however, been reduced, he states, except where piece-work prevails, as it does in about 75% of the work.[4] There have been no strikes or other labor troubles of importance under the Hart, Schaffner and Marx agreement, and only one breach of the agreement in nine years. In that

[1]United States, Commission on Industrial Relations. Final Report and Testimony, Vol. I. Sixty-Fourth Congress, First Session. Senate Document No. 415, p. 575. See also Mr. Schaffner's testimony in full, *ibid*, pp. 564–566, 574–575.

[2]United States. Bureau of Labor Statistics. "Collective Agreements in the Men's Clothing Industry." Bulletin 198, 1916, p. 12.

[3]Cohen, J. H. "Law and Order in Industry." 1916, p. 78.

[4]Note that this is a more recent report than those above, in which increased production was cited; the later account includes 1919 and part of 1920, when productivity suffered in many industries.

instance "cutters refused to obey Board of Arbitration for three days but were overcome by the union officials." There has been a tendency for the preferential shop to become closed union in the cutting room.

Factors in Success of Agreements

If the Hart, Schaffner and Marx experience were considered alone, it might be assumed that in these agreements a real panacea for industrial ills had been discovered. As will be brought out in the following pages, however, agreements similar in form, in both the men's and women's clothing industries, have in several instances proved much less satisfactory.

The explanation of this difference in results is doubtless contained in this testimony of Mr. Schaffner regarding his firm's agreements:

> I am personally much concerned that it become very clear to everybody that the successful result of these developments has depended much less upon the formal and external features than upon the spirit with which it has been worked out.[1]

The nature of this necessary spirit is well set forth in the following words of Mr. J. E. Williams, first chairman of the Board of Arbitration:

> The parties to this pact realize that the interests sought to be reconciled herein will tend to pull apart, but they enter it in the faith that by the exercise of the co-operative and constructive spirit it will be possible to bring and keep them together. This will involve as an indispensable prerequisite the total suppression of the militant spirit by both parties and the development of reason instead of force as the rule of action. It will require also mutual consideration and concession, a willingness on the part of each party to regard and serve the interest of the other, so far as it can be done without too great a sacrifice of principle or interest. With this attitude assured it is believed no differences can arise which the joint tribunal cannot mediate and resolve in the interest of co-operation and harmony.[2]

Certain material circumstances should also be noted, which have favored the success of these agreements. The company is the largest in its line, employing over 7,000 people in recent years; it is less constrained by business vicissitudes than small clothing firms and better able to establish broad policies and carry them out. The local union organization concerned was, for many years, largely autonomous and made up almost wholly of the company's employees.

As will be brought out in numerous instances, the personality of the administrators of agreements is of primary importance in conditioning their success. In this case, both the head of the firm and the leader of the union—Sidney Hillman, first an official of the Chicago union organization and later president

[1]United States. Commission on Industrial Relations. Final Report and Testimony. Vol. I. Sixty-fourth Congress. First Session. Senate Document No. 415, p. 565.

[2]Preamble, Hart, Schaffner and Marx Agreement of 1916.

of the Amalgamated—are men of exceptional breadth and understanding, sincerely interested in making the experiment a success. The arbitrators were fortunately chosen, the late John E. Williams having been an outstanding figure in a series of men of exceptional fitness.[1]

Other Chicago Agreements

Nature and Scope

Outside the Hart, Schaffner and Marx plant, there was comparatively little union organization in the Chicago clothing industry until 1919. In the early months of that year a series of strikes involving fourteen firms occurred and union membership was rapidly extended. On May 12, members of the Wholesale Clothier's Association, including several firms of large size, signed agreements to run to April 30, 1922. On May 21, similar agreements were concluded by the member firms of the Wholesale Tailors' Association (or Tailors-to-the-Trade) to run to June 30, 1922.

These agreements were condensed versions of that of Hart, Schaffner and Marx. They provided for:

1. Preferential shop.
2. Review of discharges, when protested, by authorities of grievance adjustment.
3. Equal division of work in the slack season.
4. No stoppage of work because of a dispute.
5. Establishment of a Trade Board, Board of Arbitration and system of grievance adjustment like those of Hart, Schaffner and Marx.
6. Settlement of wages by later agreement or arbitration. Provision for revision of wage scale in case of general change throughout the industry.
7. Forty-four hour week; overtime at time and a half for week-workers and 50% extra for piece-workers.

Wages were agreed upon later, being increased for both piece-workers and week-workers.

Having once decided to accept the new system, the employers entered into it whole-heartedly.

At present nearly all the employers are organized in the Chicago Industrial Federation of Clothing Manufacturers.

Practically the whole industry of the city is now under the Board of Arbitration. There are two Trade Boards, one for Hart, Schaffner and Marx, the other for the rest of the market.

Labor managers have been appointed, one for each of the larger firms, while several groups of smaller houses are served by other labor managers, one to each group.

[1]The Hart, Schaffner and Marx agreements deserve more detailed attention than present space permits. The most convenient sources of information are:

"The Hart, Schaffner and Marx Labor Agreement." Pamphlet, 98 pages, 1920. Published by the Company, 36 South Franklin Street, Chicago, Ill., and obtainable on request. Contains bibliography.

United States. Bureau of Labor Statistics, "Collective Agreements in the Men's Clothing Industry." Bulletin 198, 1916.

A general wage increase was granted December 22, 1919 by a decision of the Board of Arbitration.

Under an award of April 14, 1921, weekly wages and piece-rates were reduced 10%, except for certain workers, who received a 5% reduction, and for cutters, who were to be divided into five classes, the weekly wages for these classes ranging from $41 to $49. A standard of production was to be set for each class. Production standards for certain other week-workers were also to be established. In no case were wages for week-workers to be less than $15.

Experience

A representative of one of the Chicago associations states that experience under the agreement has been "satisfactory." The National Industrial Conference Board has also received returns from representatives of three large firms, employing in the busy season 6,000 people. Two of them describe their experience under agreements as "generally satisfactory," while the third says, "it has carried us through a most difficult period without strikes, but also we have had many unsatisfactory experiences, low production and consequent high costs."

One of these firms reports that the preferential shop approaches the closed union shop in practice. An association representative makes a similar observation.

As to the type of union representatives dealt with, one correspondent says: "satisfactory," another: "capable, honest, and upright. They are of course very partisan. . . ." A third writes:

> On the whole the employees chosen as shop chairmen have been superior. A few have been notoriously incompetent but we have usually had little difficulty in securing prompt co-operation in replacing these misfits.
>
> For the most part the union business agents we have found to be high-minded and competent men to deal with.

A fourth correspondent writes: "sometimes fair-minded men, sometimes otherwise."

Two of our correspondents report no breaches of the agreement, another "no serious breaches." One reports that his firm has had six brief stoppages, but says:

> We do not regard stoppages as strikes, and though they are breaches of the agreement, they are always rigorously combated by union officials and are not very serious.

The same association representative states that under the agreement labor turnover has been lower; the representative of one firm makes the same observation, while another states that it has increased. A fourth correspondent says that it is hard to estimate the matter, owing to the labor shortage of

1919-20, but that union officials have cooperated to reduce turnover.

The association representative states that output has been maintained or increased except in certain departments. Another correspondent says it "seems to have shaded to the good, but some complaints of quality have been received," which he ascribes to the high pressure of the 1919–20 seasons and the employment of inexperienced workers. Another mentions slight falling off of efficiency in months of greatest labor shortage, with which the agreement had nothing to do. A fourth correspondent says output decreased in the case of his firm.

The representative of one company strongly favors the agreement as providing "perhaps the best developed experiment in industrial government extant today in American industry. . . ." Another says that if experience under business depression is as favorable as during the first year, "we shall be glad to continue." A third, whose experience has been least satisfactory, favors collective bargaining, but without a union, which would permit the development of "house loyalty and all that that implies."

Such other information as has been received on these Chicago agreements has been favorable to them.

Agreements in New York

The record in New York presents a contrast to that in Chicago. The New York industry employed an average of over 49,000 wage-earners in 1914. A survey made in January, 1920 showed over 52,000 employed, while other estimates later in the year ranged from 55,000 to 65,000. The factories are, on the average, much smaller than those in Chicago, and there are a multitude of "contractors' " shops making up clothing for the larger manufacturers. These shops employed, according to the above survey, over 30,000 of the 52,000 in the industry. Competition is more bitter, and conditions more unstable than in markets where larger factories are the rule. Home work was common, at least as recently as 1914. Men predominate in the labor force.

Down to 1913 only a comparatively small fraction of the clothing workers were organized. Shop strikes were frequent, and from time to time there were more extended disturbances.

Origin and Development

Early in 1913 a city-wide strike developed. The essential unrest of the industry is evidenced by the fact that though the United Garment Workers had only some 5,000 members in New York, over 50,000 people joined in the walkout. The strike was settled by the conclusion of agreements, or the

equivalents of agreements, on the part of seven employers' associations.[1]

The split in the United Garment Workers and the lack of enthusiasm for these agreements on the part of the employers practically vitiated them.[2] In July, 1915, the Amalgamated Clothing Workers, after a strike, concluded a new agreement with the American Clothing Manufacturers' Association, which expired November 1, 1916. A somewhat similar agreement was signed, after a strike, by the Associated Boys' Clothing Manufacturers, December 20, 1916, to run to April 1, 1918. These agreements worked fairly well under the conditions of the period, which was marked by the labor shortage produced by the war.

In 1916 the 48-hour week was established through negotiation. It was reported that in 1917, when a large part of the industry had turned to the manufacture of uniforms, peaceful employment relations were being maintained, only part of the workers being under agreements but approximately all working under union conditions.[3] Later, the market was supervised by representatives of the War Department who acted as adjusters of disputes involving government orders.

In 1918, the two employers' associations above mentioned were united.

The union Joint Board in the children's clothing industry in August, 1918 presented to the new association a demand for the 44-hour week in the boys' clothing industry. A strike was called over this issue on October 28.

To justify its course the union alleged that with demobilization of the army the labor market would be over-supplied and the shorter week would make room for the returned soldiers. It is to be noted that decreased production per worker, as a consequence of the change, was taken for granted.

On November 9 the New York Joint Board of the union, claiming that the manufacturers' association had locked out its cutters, extended the strike to the men's clothing industry, beginning November 11.

Agreements of 1919

The outcome of the 44-hour issue in New York was strongly affected by the action of Hart, Schaffner and Marx in Chicago, who, as already noted, granted the 44-hour week early in January, 1919.

The New York controversy was finally submitted to an "advisory board" of three prominent men. On their recom-

[1]For terms of these agreements see: United States. Bureau of Labor Statistics. "Collective Agreements in the Men's Clothing Industry." Bulletin 198, 1916, chart facing p. 182. See also pp. 95–123.

[2]United States. Bureau of Labor Statistics. *Monthly Review*, January, 1918, p. 22.

[3]*Ibid.*, p. 26.

mendation, January 22, 1919, the 44-hour week was put into effect and the strike called off, pending further investigation of wages and other issues which had been raised. An "impartial chairman"[1] was appointed to handle future disputes.

The advisory board made two subsequent reports. One recommended that the manufacturers' association secure an "employment agent" (labor manager). No employee was to be discharged until he had been given a hearing before this official, who might then suspend him from employment, subject to appeal to the impartial chairman. In the other report, wage increases of $2.00 a week were recommended for week-workers and of 10 to 12½% for piece-workers. Other recommendations had to do with efficiency of production, etc. The three reports of the board were accepted in lieu of an agreement by the union and the American Men's and Boys' Clothing Manufacturers' Association.[2] The closed union shop was established, in practice.

Another agreement was concluded by the New York Clothing Trades' Association, composed of fourteen firms, in August, 1919, following a strike. This agreement was in the same form as those signed a few months earlier in the Chicago market, and was on a preferential shop basis. The essential feature of both agreements was a provision for resort to arbitration in all disputes, the same impartial chairman acting under both.

Early in 1920 the two associations were merged, the employers being represented thenceforward by the Clothing Manufacturers' Association of New York, Inc. Over 40,000 workers came under the agreements above mentioned, including the employees of contractors doing work for association members.

Instability of Wage Scales

The conditions under which these compacts had to operate were exceptionally difficult. The clothing industry was entering upon a period of unprecedented prosperity, in which the supply of labor was unequal to the demand. Workers were in a position to secure wages far above those which the union and association had agreed upon, employers in some cases bidding against each other in order to secure help. The union is reported to have made efforts to hold its members to the established scales, but to have been unable to do so except in the case of the cutters.

General Experience of Employers

In response to requests of the National Industrial Conference Board, the following reports on the operation of the agree-

[1]As this title is used frequently hereafter it may be noted here that it has come to be applied in this industry, not only to the chairman of a board of arbitration, but to an impartial arbitrator acting alone.

[2]Reports published in Budish, J. M. and Soule, G. "The New Unionism," 1920, p. 321.

ment were received in August, 1920. A representative of the Clothing Manufacturers' Association stated that the agreement had been "generally workable to date." With reference to the wage increases, considered as breaches of the agreement, it was "impossible to place the responsibility—due largely to economic and business conditions." Of labor difficulties under the agreement it was stated that there had been "only minor stoppages quickly terminated." Regarding output no data were given, except that "work was comparatively continuous without serious stoppages through the busy year of 1919." Of grievances, from one-half to three-fourths were settled between representatives of union and association, about one-fourth reaching the impartial chairman.

Returns were received also from four manufacturers employing altogether about 1,200 people. Three of these were closed union shops and one was preferential. All described their experience as unsatisfactory, though one believed conditions would improve. The first stated:

> . . . We cannot hire any of our help from the open market but must employ men that are sent to us from the Union. . . .
>
> There is no limitation of output although there is, in our opinion, an understanding between the workers that they will only do a stipulated amount of work.
>
> . . . We favor collective dealing with a union that is responsible but we believe that any agreement entered into must include the right to hire or discharge.

The second manufacturer wrote:

> . . . We have no say whatsoever in the running of our factories. All disputes, after the damage is done, are usually taken up by our Clothing Association. . . . The (shop) chairman who has charge of the Union workers, who are 100% organized, will undertake on his own initiative to stop the factory on the least little complaint made by a worker.
>
> Our working hours are 44 hours a week, and all week-work, no piece-work whatsoever. No records are allowed to be kept in any of the sections of the factory, because if the foreman takes any record of work accomplished by any individual or any section, the chairman will stop the shop.

The third employer mentioned "very poor output," "several strikes," and stated regarding shop representatives that "the one who makes the most promises is taken" by the employees. However, this employer favored collective dealing with "responsible union officials."

The fourth stated that labor turnover had increased, output decreased; that there had been shop strikes and "shop management interfered with frequently." He favored collective bargaining, however, on a preferential shop basis.

End of Agreement, and Strike

The agreement which had been concluded by the New York Clothing Trade Association, before its merger with the

Clothing Manufacturers' Association, expired August 26, 1920, but was extended pending renewal. That under which the other association firms operated had no expiration date, but was understood to be terminable on due notice.

On September 24 the members of the Clothing Manufacturers' Association passed resolutions calling for the establishment, through negotiation and arbitration, of new conditions under which output might be increased. A reduction in labor costs was declared to be the object. Shortly thereafter the association presented to the union seven demands:

1. The right to install piece-work.
2. Scales prevailing in other clothing markets to be the base rates for New York wage scales.
3. Co-operation of workers in maintaining individual records of production.
4. Individual standards of production for week-workers.
5. The right of manufacturers to change contractors.
6. Adequate freedom to discipline and hire workers, and to introduce improved machinery.
7. The agreement maintained by the union in other markets in which adjustment machinery is functioning successfully to be made the basis of relationship between association and union.

These demands the union refused. Various proposals and counter-proposals followed, in which the association was represented by its labor manager. The latter, in conference with the president of the union, worked out a plan for decreasing costs by increasing production. Before this plan had been presented to the membership of the association, however, the manager resigned, together with the association's entire staff for handling labor relations.

The association then opened negotiations with the union through a committee. An ultimatum was presented, demanding that the union agree to a daily standard of production calculated on base rates prevailing in competing markets, as a condition of the continuance of conferences. The union rejected the proposition, and the association, December 7, broke off relations with the union.

The present investigation is concerned with the controversy only in so far as it throws light on the manner in which the agreements had been working. From this standpoint it would be important to determine whether the action of the association in breaking relations was prompted mainly by dissatisfaction with the agreements. That such was not the case was asserted by Dr. W. M. Leiserson, who until the break was impartial chairman for the New York market. In a "report to the public," given out January 23, 1921, he stated that the break had been caused by a small group in the association who had guided the actions of the association in such a manner that it was committed to a fight with the union, although the

majority of the members would have been glad to maintain relations with the union. Of conditions under the agreements he said:

> Of course the manufacturers had many causes of dissatisfaction. So did the workers. Costs were too high in many plants and production was too low. Discipline in the shops was often not what it should be. Union officials, labor managers and the impartial chairman were not acting as efficiently as in other clothing markets.

But, he holds, these conditions cannot be regarded as the causes of the break.

The point of most direct bearing upon the present inquiry —the attitude, prior to the break, of the majority of the members toward continuance of union agreements—is a matter upon which it is practically impossible to obtain direct evidence, now that the break is an accomplished fact.[1]

Factors in Failure of Agreement

In considering the working, unsatisfactory at best, of agreements in the New York clothing industry, certain difficulties peculiar to the city should be recalled. Most of the manufacturers have only small "inside" shops and do only designing and cutting, the work of making up the garments being scattered among numerous contractors' establishments. Some "manufacturers" are in fact merely jobbers. The small size of the shops in which the work is done, and their simple equipment, makes the industry an unstable one, expanding in prosperity, contracting in depression. The small employers include men of every variety of temperament, ability and responsibility. Under these circumstances the administration of any agreement is inevitably more difficult than in cities where the factories are larger and less numerous.

Later Developments

Developments since the severance of relations have been, briefly, as follows. The union claimed that certain firms had locked out their workers. This the association denied. A strike was called against association houses on December 8, 1920 which lasted for 25 weeks.

A settlement with the Clothing Manufacturers' Association of New York was concluded while this report was going to press. According to published accounts this settlement establishes the closed union shop, the 44-hour week and a board of arbitration with an impartial chairman. It also provides for a general reduction in wages of 15% except for cutters, and for an increase of 15% in production by the workers. Determination of standards of production and of the wage scale is to

[1]Since going to press relations have been resumed between the union and a group within the association, which has in consequence split up into its original components. See *infra*.

be made jointly, and a joint commission is also to be set up to work out relations between the union, the association and the contractors. While this agreement was being arranged a number of employers withdrew from the association and reorganized the New York Clothing Trade Association of which they had formerly been members. They are continuing their fight against the union.

Other New York Agreements

A considerable section of the New York market did not come under the terms of the agreements above considered. The Amalgamated had, and still has, agreements with a number of "independents" or non-association clothing firms. Most of the smaller manufacturers and contractors, however, have no definite agreements, verbal or written, and yet work under arrangements with the Amalgamated which give the union a high degree of control over their establishments. These employers hire only union members, adjust their grievances directly with union officials, and pay at least the same wages as firms having agreements. The number of New York shops working under such informal understandings with the union is not definitely ascertainable, but it is probably large.

In the boys' wash suit industry of New York city, the Amalgamated has had agreements with the Boys' Wash Suit Association, which have been renewed from year to year in substantially the same form, since about 1915. These agreements are on a closed union shop basis. Disputes are decided by a "conference committee" of three members from the union and three from the association. The agreement makes no provision for a board of arbitration to hear cases not decided by the committee. In 1920, however, a question of wages was referred by mutual consent to an umpire, who granted certain increases, thus modifying the terms of the existing agreement.

Agreements in Rochester

Experience with agreements in Rochester, as in Chicago, has been favorable to date.

The clothing industry of Rochester employed in 1914 an average of about 8,600 people, over half of them women. At present the number is estimated to be about 11,000. Good-sized factories predominate, some of them with over a thousand employees.

Until 1918 unionism had made little progress among Rochester clothing workers, though several strikes had occurred. In July of that year a strike for a wage increase took place in one factory and threatened to spread. Arbitration was agreed upon, and the award accepted as applying to the entire industry of

the city. Thenceforward the Amalgamated rapidly gained membership.

On February 13, 1919, the conclusion of an agreement was announced between the Clothiers' Exchange of Rochester—the employers' organization—and the Amalgamated, to run until May, 1920. Its provisions were simple, the first being an unusual one:

1. Union concedes right of manufacturers to operate on open shop principle.

2. Manufacturers recognize right of employees to bargain collectively.

3. Employees may present complaints to the firm, or its labor manager, personally or through a shop representative. If no adjustment is reached, an outside union representative may be called in.

4. All matters not thus settled to be adjudicated by a mutually chosen arbitrator. No stoppages of work.

5. Forty-four hour week (announced previous to agreement) effective April 1, 1919.

6. Wages to be referred to conference and, if necessary, to arbitration.

A labor manager was appointed for each of the four largest plants affiliated with the Exchange, and one (later two), for the remaining fifteen plants. For some months the agreement was successfully operated without an arbitrator. Dr. W. M. Leiserson was finally chosen for the post.

After its expiration the agreement was continued during the negotiation of a new one, which was signed August 3, 1920, to run to May 31, 1922. The principles of the old agreement were retained but expanded in detail, many clauses being adopted from the Chicago agreements of May, 1919. The principal provisions were:

1. Union recognized as the organization authorized to act for the workers. (Open shop tacitly continued). Cases in which discrimination against union members was charged made reviewable by impartial chairman.

2. Power of discharge to be justly exercised; discharges, on appeal, reviewable by Labor Adjustment Board, except in the case of beginners.

3. Equal division of work.

4. No strikes or lockouts.

5. Agreement to be administered by a Labor Adjustment Board, consisting of representatives of employers and workers (each side with equal vote regardless of number of representatives) and impartial chairman. Latter to take original jurisdiction in all cases except where Board otherwise determined.

6. On petition of either party, Board might determine whether changes had taken place in clothing industry warranting general changes in wages or hours, in which case such changes might be made by negotiation between union and employers, or by arbitration. (Specific wage scales were not included in agreement; union request for increases was left to arbitration of impartial chairman, who decided, August 25, 1920, that scales then current were to stand.)

7. Forty-four hour week continued; time and a half for overtime.

8. Labor Adjustment Board given sanitary control of shops. Home work to be abolished.

Experience Generally Satisfactory

Satisfaction with the first agreement was expressed by President Max L. Holtz, of the Clothiers' Exchange, in his review of the year 1919.[1]

Accounts of experience have been more recently received from two of the firms operating under the present agreement, who describe their experience as generally satisfactory.

Regarding the working of the open shop clause, these firms state that most of the workers have joined the union. The system of handling complaints—the central feature of the agreement—is well spoken of. One employer says, "we are learning to catch troubles before they spread."

The two firms above mentioned describe their shop representatives as being of a good type, and one cites "exceptionally satisfactory" experience with union officials.

Speaking more generally of the agreement, one employer says:

> Our plan has worked well with a large percentage of suspicious foreigners as participants, who require control, and we find that up to date the union does try to make them live up to the spirit of our agreement.[2]

The attitude of the proponents of the Rochester and similar plans is thus expressed by Samuel Weill of the Stein-Bloch Company:

> By letting the worker have what he is entitled to, we protect and guarantee what we are entitled to. We cannot get security unless we give it.[3]

In April, 1921, hearings were held on a request of the Clothiers' Exchange for wage reductions. By the decision of the impartial chairman, no reductions were granted, but the piece-work system, already partially established in Rochester, was extended. It is expected that the result will be a lower unit cost of production.

Injunction and Damage Suit of Michaels-Stern & Co.

One large Rochester firm, Michaels-Stern & Co., is not a member of the Clothiers' Exchange and signed no agreement with the Amalgamated. A strike against this firm was called in July, 1919. On September 10 the company concluded an agreement with the United Garment Workers and on September 29 secured an injunction restraining the members of the Amalgamated from assaulting, menacing or annoying the employees of the plaintiffs, from parading in masses adjacent to

[1] *Review of the Accomplishments of the Rochester Clothing Industry for the Year* 1919. Pamphlet, 24 pages, 1919, pp. 6–17.

[2] Confirmation of this statement was given in a recent Rochester case. A decision was rendered adverse to certain pressers, who refused to obey the decision, but were compelled to do so by the union.

[3] Quoted in Baker, R. S. "The New Industrial Unrest." 1920, p. 195.

the factories of the plaintiffs, from calling employees opprobrious names, from interfering with the business of the plaintiffs, from persuading employees of the plaintiffs to violate the agreement of the United Garment Workers, etc.

The strike was called off. On February 5, 1920 State Supreme Court Justice A. J. Rodenbeck continued the injunction with minor modifications, and on June 19, 1920 he made it permanent and decided that the plaintiffs were entitled to damages to be thereafter determined.[1] The company had sued for $100,000. The case is being carried to higher courts, and when finally decided may have a far-reaching effect on labor organizations.

Agreements in Baltimore

Baltimore is one of the four leading American clothing centers. In 1914, about 13,000 wage-earners were employed there in the manufacture of men's clothing and overalls. No figures are available on the number employed, exclusive of overall workers, who are numerous. The Amalgamated has agreements with the principal manufacturers of men's clothing, individually, and not through an association.

Henry Sonneborn & Co., Inc., with the largest plant in the city, recently employing about 3,500, concluded their first agreement in 1916. This was renewed in 1919 on a closed union shop basis. It was again renewed, with a preferential union shop provision, and with other modifications, January 12, 1921, to run to May 31, 1922. Its more important provisions are:

1. Preferential union shop; if the union cannot furnish such workers as are required, non-unionists may be hired.

2. Discharges reviewable by Trade Board.

3. Equal division of work in slack seasons.

4. No strikes, stoppages of work, or lockouts.

5. All complaints not settled in the shop or by the labor manager to be referred to a Trade Board, with equal number of representatives of union and Company, and an impartial chairman. "The chairman of the Trade Board shall represent the mutual interests of both parties; shall assist in the investigation of complaints; shall endeavor to mediate conflicting interests and, in cases of disagreement, shall cast the deciding vote on all questions before the Board." A Board of Arbitration with one member from each side and an impartial chairman is also provided for, with power to review decisions of the Trade Board.

6. "Workers in all departments are to be held responsible for their output;" individual production standards are to be enforced. Requests for changes in wages and working conditions may be made by either party; the Trade Board and Board of Arbitration have power to decide whether changes have taken place in industrial conditions which warrant changes in wages, etc., in which event such changes may be made by direct negotiation between the parties, and in case of failure to agree, by arbitration.

[1]Decision published in *Times Union*, Rochester, N. Y., June 19, 1920, and *Daily News Record*, New York City, June 21, 1920.

7. Forty-four hour week. Time and a half (or piece rate and a half) for overtime.

8. Company may change methods of production, etc., provided the workers affected do not suffer thereby.

Another large Baltimore establishment, Strouse and Brothers, Inc., after labor difficulties in 1918 concluded an agreement, which was renewed July 1, 1919 and was in force until the firm went out of business in the winter of 1920–21. This agreement was in most points similar to that of Henry Sonneborn & Co.

Settlement of Disputes

Judge Jacob M. Moses, who has served as chairman of the Trade Boards under both the Sonneborn and Strouse agreements, has given the following account of their workings.[1] A chairman and assistants, constituting a committee, are elected by the workers in each shop (as coat-shop, pants-shop). A head chairman or "chief deputy" for the whole establishment is in turn elected by these shop committees, subject to ratification by the workers. Complaints are adjusted by the shop chairman and assistants with the employer's representatives, if possible. When not so adjusted, the head chairman is called in, and if no adjustment is then reached, the matter goes to the Trade Board. About 90% of the cases are settled without resort to the Board. Appeals from the Trade Board to Board of Arbitration are rare, only one—and that withdrawn before hearing—having been taken under the two agreements, down to the middle of 1919. No shop strikes or stoppages had occurred because of adverse Trade Board decisions, down to that time, and stoppages had generally been rare.

Discharge

Under the earlier agreements the worker was discharged before hearing, but could apply for a review of his case to the Trade Board. Even if he was reinstated with back pay his shopmates were likely to become agitated over the case to a degree that showed itself in diminished production, lack of discipline, etc. The procedure was therefore changed, and no worker dismissed, except by agreement of the shop chairman, until his case had been heard by the Trade Board, which was done promptly.

Production Problems

Previous to conclusion of the agreements, trouble over changes in production methods which often led to shop stoppages had also been encountered, the workers being fearful of losing the advantage of their skill under the old methods, and hence their

[1]Moses, J. M. "Labor Agreements with a Powerful Union." (In "Modern Manufacturing.") *Annals, American Academy of Political and Social Science.* September, 1919, p. 166.

earning power. The clause of the agreements dealing with this feature, as administered by Trade Board and shop chairmen, was reported by Judge Moses to have reduced such difficulties.

One feature of the Sonneborn agreement not touched on in the above account deserves attention—the provision for "standards of production" upon which the pay of week-workers is based. This system was indorsed by vote of the 1920 convention of the Amalgamated Clothing Workers. One of the delegates, a Sonneborn employee, spoke highly of the plan during the debate.

In the winter of 1920–21, four Baltimore firms severed relations with the Amalgamated, strikes resulting. The majority of the clothing firms in the city, however, employing about 90% of the wage-earners, continued under agreements.

Agreements in Boston

The men's clothing industry of Boston employed in 1914 about 4,600 wage-earners; in 1920, 6,500 to 7,500 (estimated). The Clothing Manufacturers' Association, including practically all the important firms, concluded an agreement with the Amalgamated Clothing Workers September 20, 1917, which was renewed, with modifications, down to 1920, when it was abrogated. Its principal provisions were:

1. Closed union shop, with proviso that if no union help was to be had, non-unionists might be employed, who were to join the union within a week.
2. Review of discharges.
3. No strikes or lockouts.
4. Grievances to be settled if possible between representatives of union and association, and when they could not agree, to be decided by a Board of Arbitration with one member from each side and impartial chairman. Other general questions not settled by negotiation between union and association to be decided by the Board.
5. Wage scale current at time of agreement continued (later modified).
6. Forty-eight hour week (later 44); time and a half for overtime.
7. Agreement to run to May 15, 1919, and then to be renewed automatically, yearly, unless either party gave notice of desire to change, when conference might be called, thirty days before expiration.

No serious difficulties seem to have arisen under the agreement during prosperity. But when, in 1920, depression and lay-offs ensued, the workers were reported by an employers' representative to be using every possible method to annoy manufacturers, apparently hoping by such means to compel employers to give them work. The rank and file were said to have forced their own leaders into a stand they themselves did not believe in. The higher union officials were well spoken of by our correspondent, the business agents otherwise. Labor turnover was reported to have been little affected by the agreement, and output somewhat lessened by union restrictions.

On December 6, 1920 the Association voted to sever relations with the Amalgamated, alleging that the union had failed to enforce decisions of the Board of Arbitration, had allowed and encouraged individual demands for wage increases, encouraged restriction of output, etc. The union replied that the agreement had been observed by the association and that abrogation was itself a violation of the agreement.

In a later statement, the manufacturers claimed that piecework and the introduction of machinery had been restricted. A strike, called shortly thereafter, continues at this writing, (June, 1921).

Agreements in Other Cities

The Amalgamated Clothing Workers have agreements with associations of employers in Montreal and Toronto, providing impartial machinery similar to that in Chicago, Rochester and Baltimore. In Cleveland an agreement was concluded in October, 1920, to run until December 31, 1921. This follows the Chicago association agreements of 1919 in the main, but omits the Trade Board and provides for standards of production for week-workers. Agreements with associations or individual firms have also been concluded in Philadelphia, Cincinnati, Indianapolis, Milwaukee, St. Paul and Minneapolis, Louisville, and a number of other cities.

Among data in hand are returns from five large firms in various localities, having individual agreements on the general lines of those already considered. None of these regarded their experience as wholly satisfactory, while two described it as unsatisfactory.

Two manufacturers stated that output had been curtailed; one believed it had not been helped; the fourth said that it had been below standard when the agreement was signed; the fifth made no report. One mentioned in this connection a union practice of compelling the employee last employed to be laid off first, even though he might be highly efficient.

Two reported brief stoppages or minor breaches of the agreement, which union officials, however, did not approve. Another firm had had one strike under its agreement, which was suppressed by a national union official. Of the two firms reporting "unsatisfactory" experience, one gives no details regarding labor difficulties. The other writes:

> Almost impossible to discharge members of union except for most flagrant errors or insubordination.
>
> Almost impossible at times to compel employees to conform to agreement. Foremen's efficiency greatly impaired due to inability to administer discipline, chairman of shop often recommending open defiance of orders of corporation's executives.
>
> No general strike but continual strike on job.

Development of National Employers' Organization

At this stage it is necessary to describe a movement toward national organization among employers dealing with the Amalgamated Clothing Workers. In July, 1919 the National Industrial Federation of Clothing Manufacturers was formed to secure greater uniformity of action in labor matters in the various clothing centers. The new body was composed, at the outset, of representatives of clothing manufacturers of New York, Chicago, Baltimore and Rochester. Later Boston, Montreal and Toronto came under the same system. In January, 1920, the articles of federation were revised, and, soon after, provision was made for the appointment of a National Executive Director. Prof. Willard E. Hotchkiss of Chicago was later selected for this position. The Federation is confined to markets and establishments working under agreements with the Amalgamated Clothing Workers, which agreements provide impartial machinery for the settlement of disputes. The New York market is no longer covered, owing to the termination of agreements in that city.

Functioning of Employers' Federation

Prof. Hotchkiss supplies the following information as to the manner in which the Federation has functioned:

> The National Federation is a very loose organization which leaves the individual markets and the individual houses entirely free to act at their own discretion with respect to particular issues. The Executive Director serves as an advisor and a channel of information in all markets in which agreements of the sort described (providing impartial machinery for the settlement of disputes) are in operation. He assists the manufacturers in negotiations or arbitrations to the extent that the particular market desires, unless the Board of Delegates of the National Federation decides otherwise.
>
> Effort is made to have the agreements in the clothing industry flexible. Details are worked out under the machinery from day to day. Procedure, so far as possible, is informal; technicalities in general are avoided. This means that the arrangement is not self-operative or self-enforcing. Employers must be correctly advised and efficiently served if they are to secure their rights and recognize their obligations under the agreements.
>
> Finally, the agreements do not undertake to avoid contentious issues, but rather to provide an orderly procedure of settling such issues. Obviously, the extent to which they can succeed, even with the best of machinery, depends upon the stability of the conditions and the discipline maintained in the particular market and particular house. The National Federation, through the loose arrangement described, has secured the outstanding advantages of national arbitration and is much more flexible and less dangerous.

In September, 1919 a National Joint Council for the clothing industry was formed, on which employers and union were to have representation, but this Council has not been active.

IV

AGREEMENTS OF THE UNITED GARMENT WORKERS OF AMERICA

The Union

The right to organize workers in the entire men's ready-made clothing industry is claimed by this union, but as already stated, the greater part of that field has been occupied by the Amalgamated Clothing Workers. Most of the strength of the United Garment Workers is now in the overall industry.

Organized in 1891, the United Garment Workers had in 1910 a membership of 54,200; in 1914, before the secession which gave rise to the Amalgamated, 60,700; in 1915, 42,200; in 1920, 45,900—as indicated by voting strength in the A. F. of L. The membership is largely made up of women, and there is a much higher proportion of native Americans than in the other needle-trade unions.

The United is generally classed as "conservative." It has relied to a great extent on the use of the union label as an inducement to employers to conclude agreements.

The internal organization of the union is of the usual type. There is a considerable centralization of power in the hands of the General Officers and General Executive Board of the national union. Strikes require the sanction of the Board if they involve a firm recognizing the union.

Union Constitutional Provisions

The acceptance of provisions contained in the union constitution relating to the use of the label, apprentices, etc., is usually required by the union in concluding an agreement. Article 10 of the union constitution governs the conditions under which the label may be used, and which the employer accepts on penalty of forfeiture of the label. These conditions, in so far as they affect employers, include:

1. Prescribed manner of attaching label.
2. Observance of proper sanitary rules.
3. Overalls and shirts to be made on premises of employer, and not by a contractor.
4. Label not to be granted to contractor.
5. Perforated patterns not to be used in cutting departments.
6. No label agreement to be signed with firm buying or selling non-union garments.[1]

[1]United Garment Workers. Constitution. 1918, pp. 25–27.

Other constitutional provisions affecting employers include a limitation of the number of apprentices to one in three years to every ten cutters in the clothing branch; helpers are not permitted.[1]

The following declaration is included in the constitution:

> It shall be the policy of the U. G.W. of A. to substitute for piece and task work a system of week-work, to make uniform the conditions of labor in the trade, and to gradually reduce the hours to eight per day.[2]

The eight-hour day has for some years been an accomplished fact, but piece-work still is the rule in the sewing operations.

A difficulty which an employer may encounter, through accepting union constitutional provisions without full knowledge of them, is illustrated by an incident reported during the current investigation. A manufacturer made certain changes in his methods, and it was only after he had committed himself to some expense that a union protest called his attention to the fact that he was violating one of the above-mentioned rules.

Agreements

The United Garment Workers have agreements:

1. With the Union-Made Garment Manufacturers' Association, a national employers' organization, under whose agreement wage scales are fixed for all the member manufacturers.

2. With individual employers (including the members of the above association) providing for the use of the union label. The union in March, 1921 reported 469 such agreements, practically all of which were in the same form.

Agreements of Union-Made Garment Manufacturers' Association

This association was formed in 1901, with a membership of fifty establishments reported to employ 80% of the workers on union label garments. In 1920, according to the statement of Secretary Robert J. Noren of the association, about 90% of the overalls manufactured in the United States were made in the plants of association members.

Shortly after its formation, the association entered into a "gentleman's agreement" with the United Garment Workers, providing for the adjustment of differences and for a uniform minimum-wage scale in all association plants, etc. In 1905, the association executive board invited the board of the union to participate in a joint wage-scale conference. This has since been repeated annually, in December. In 1907 the 48-hour week was established.

[1] *United Garment Workers. Constitution.* 1918, p. 32.
[2] *Idem.*, p. 42

Differences having arisen over interpretation of existing verbal agreements, a written agreement was signed, December 4, 1908, the essential provisions being:

1. Annual conferences of committees of union and association, to agree upon wages, hours, etc.

2. Agreements involving wage scale or use of label (after April 1, 1910) to be for one-year periods (April 1 to April 1).

3. Union to notify association of desire to withdraw label from any association member, one week in advance; further delay of fifteen days to be granted on request to permit attempt at adjustment of the dispute.

4. Label not to be granted on more favorable terms to non-association than association firms.

5. Introduction of labor-saving machinery not to be opposed by union, provided earnings of employees affected were maintained.[1]

This "1908 agreement" has been renewed without change, the last renewal being on December 6, 1919, for two years.

Satisfactory Wage Adjustment

Secretary Noren stated in December, 1920 that the agreement had been satisfactory to the association.

At the annual conference, a piece-rate is set for each operation which enters into the making of a garment. For example:

Band Overall:

Two front swinging pockets, turned, with facing and formed, two rows stitching, tacked at each end.....$.3025[2]

The rate, $.3025, is for making such pockets on one dozen garments. The sum of the rates for all the operations which go into the making of a garment gives the piece-rate for the garment, that for the "band overall" above mentioned being $1.8675 per dozen garments. The rate for practically any work-garment not listed in the schedule can be calculated from the specified rates for detailed operations.

The number of years this system has been continued is sufficient index of its success. It was in 1905 that the first schedule of specifications for garments and rates for same was formulated, although rates for detailed operations were not set at that time. The favorable results achieved may be contrasted with the comparative failure of similar systems in the women's wear industries. (See Dress and Waist Industry, New York, p. 74). The garments in the latter case were, however, of infinite variety in design and quality, while work garments are standardized.

The schedules fixed by the Union-Made Garment Manufacturers' Association and union also prescribe minimum wages for cutters and other week-workers. First-class cutters by the 1920 schedule received a minimum of $35.00 per week.

[1]United States. Bureau of Labor Statistics. "Collective Agreements in the Men's Clothing Industry." Bulletin 198, 1916. Text of agreement, p. 159. Account of relations between association and union, pp. 150–180.

[2]United Garment Workers. Minimum schedule of prices, etc. January, 1920, p. 6.

Non-association firms generally follow the association wage rates.

Settlement of Disputes

The association also serves its members in adjusting disputes. If a settlement is not reached between the employer and the union shop representative or local union official, the local notifies the national officers of the union, who, if they in turn fail to secure a settlement, take the case up with the association. The individual agreements of association members provide for arbitration, but it has been necessary to resort to that course only once in ten years.

Agreements of Individual Firms

The United Garment Workers in March, 1921 had agreements with 469 individual establishments.[1] Of these, 269 manufactured work-clothing, shirts, etc., 150 "special order" clothing (made to measure, but in factories rather than custom shops), 44 ready-to-wear clothing, 6 raincoats, etc. All these were in the United States except 21 work-clothing establishments in Canada. In some cases the union had agreements with several plants of the same company, so the 469 agreements affected about 420 separate concerns.

The union has a standard printed form of agreement, which is the one in force in practically all the above establishments. This provides for the granting of the use of its label by the union, in consideration of which the employer agrees to these terms:

1. Closed union shop—"all employees . . . must be good standing members of the union."

2. Any differences between firm and employees, not settled between them, to be submitted for adjustment to the general officers of the union, and that failing, to an umpire mutually chosen.

3. Forty-four hour week.

4. Equal division of work in slack season; sanitary conditions; garments to be manufactured in shops equipped with mechanical power and owned and operated by employer.

5. Labels not to be used if union withdraws privilege or agreement is abrogated; payment for labels to be sewed in garments; forfeiture of label for one year if employer aids or abets violation of article 10 of the union constitution, governing use of label.

6. Union "to do all in its province as a labor organization to advertise the goods and otherwise benefit the business" of the employer.

7. Employer agrees to abide by "supplementary agreement," to be attached to the standard form, and by the rules governing the union as prescribed by their international constitution (see above).

The "supplementary agreement" varies, being formulated by negotiation between the employer and the local union. It covers such points as discharges, lay-offs, overtime, holidays,

[1] *The Garment Worker* (official organ of United Garment Workers). March 11, 1921, p. 7.

price (or piece-rate) committees, and manner of setting rates on new garments, minimum wages for beginners, access to factory of union representative, etc., and other miscellaneous matters.

Constitutional provisions, besides being accepted without detailed specification under the standard agreement, are often written into the supplementary agreement.

Variation in Form

The firm of Michaels-Stern & Company of Rochester, whose relations with the Amalgamated Clothing Workers have already been discussed, has an agreement with the United Garment Workers which differs in certain respects from the standard form outlined above. It is on an open shop basis.

A union official stated in October, 1920 that the United Garment Workers had "two or three" agreements varying from the standard "label" agreement.

Operation of Agreements

The National Industrial Conference Board has received reports of experience under agreements with the United Garment Workers from 41 establishments distributed throughout the United States. Of these, 39 reported the number of their employees, the aggregate being approximately 11,600, 79% of whom were women. In the overall and shirt factories 87% of the workers were women.

The 41 plants made returns as follows:

Establishments producing	Number of establishments reporting their experience as		
	Satisfactory	Satisfactory in part	Unsatisfactory
Overalls	21	4	1
Shirts	6	1	0
Clothing (ready-made, special order, or uniforms)	4	1	3
Total	31	6	4

Employers' Reasons for Adoption of Agreement

Considering in greater detail the returns from the 31 firms whose experience had been satisfactory, 25 state that their agreements were entered into voluntarily, most of them mentioning as their reason that they desired to use the union label. One employer signed his agreement because of pressure from an outside union official. The rest did not state their reasons. Several had worked under agreements for periods ranging from ten to twenty-five years.

Strikes and Other Violations

Of the 31 firms, 23 reported that they had had no strikes since concluding agreements. One remarked:

> Even in the last year or so, with the general unrest all over the country, we have had practically no trouble whatsoever.

Four employers reported one strike each. Four made no report on the matter.

Agreements have been well observed in most instances, 21 employers reporting no violations, and one "none of importance." One reported an increase of wages before the expiration of the agreement, another a strike which he regarded as involving a breach of agreement. The rest made no report.

Labor Turnover, Output, Etc.

Agreements have made little difference in labor turnover. only two employers reporting a change, both for the better.

Output is reported as improved in 5 cases, unchanged in 9, lowered in 1, the rest not reporting. In this connection one large firm states that their production increased when hours were reduced from 54 to 52, and again increased when hours were reduced from 52 to 48, and 48 to 44. "A part may have been due to improved machinery, but not all." This firm remarks, however, that while collective bargaining has been satisfactory in their case, they "would not go on record as favoring (it) in all cases."

As to collective bargaining in general, 12 employers are satisfied with their present method of dealing with a union. Two would prefer to deal with their own employees only. Three, though their experience has been satisfactory, disapprove of bargaining with a union. The rest are non-committal.

Less Satisfactory Experience

The six employers who describe their experience as not wholly satisfactory have encountered a variety of difficulties. One objects to the closed union shop as causing increased labor turnover and keeping many girls from applying for work. None had had strikes; in one instance the label had been temporarily withdrawn, but work had not stopped. No deliberate breaches of the agreement were cited, but one employer called attention to the fact that, in 1919, the agreement between the Union-Made Garment Manufacturers' Association and the union had been modified at the instance of the latter, hours being decreased, and wages later increased. Another employer notes that in 1919–20, while he was not directly compelled to pay more than the agreement called for, in practice he had to do so to hold his labor force.

Three employers object to the 44-hour week. Says one:

> The union's claim that as much can be produced in 44 hours as 48 hours will not stand a test in the average business. The curtailment of production through shorter hours and a tendency to be satisfied with earning only about so much each week . . . ultimately makes a higher selling price.

Other phases of the agreement are thus touched on by one overall manufacturer:

> . . . Sometimes a much more desirable employee is held back to make a place for one not so proficient who has been in the union for a longer period of time. There are also some features of the union rules regarding apprenticeship which have a tendency to add to the expense of production. . . . Circumstances arise where the contract prevents the firm from doing the very best possible for the good of the employees.

One employer of this group would prefer to deal with a works council rather than a trade union, but only one of the six expresses a desire to sever relations with the union.

Of the four firms whose experience had been unsatisfactory, one was engaged in a strike over the open shop issue, though he gave no details of the previous working of his agreement. Of the remaining three, two report having had strikes, and the third other difficulties. One writes:

> Agreements have not been binding on the union with respect to hours, wage scale and terms of agreement. Agreements supposed to be in force have been modified in all these respects as the result of demands made by the union.

Another mentions minor breaches of the agreement on both sides; the third alleges violations by the union.

One states labor turnover had diminished in his plant, another that it had increased. All three state that output had been curtailed, in one case seriously. One manufacturer would prefer to establish a works council, while another would not object to an agreement with a union if it could be made stable, so that an employer might anticipate his manufacturing costs.

Factors in Favorable Results

Several factors have made for greater serenity under these agreements than has been achieved in the other clothing industries. First, the policy of the United Garment Workers appears in the main to have been a moderate one. Second, the labor force involved is, on the whole, less radical and excitable than that in the other needle trades. In connection with this investigation 33 firms out of 39 reported that all their employees were English-speaking; 4 had some non-English speaking employees, but in only two cases was their number 25% or over. Third, most of the establishments which deal with this union are located in small towns, comparatively free from "agitation." There may be some significance in the fact that, of the four firms reporting unsatisfactory experience, three were located in large cities. Fourth, in the overall industry at least, labor relations are eased by the fact that wages and hours are set on a nation-wide basis. Finally, employers, if they may be judged from those reporting in the current investiga-

tion, have contributed to the maintenance of peaceful labor relations by their personal attitude. One says:

> I have conducted the factory on a high plane, impressing on the employees that they are a part of the business and treating them with courtesy.

Another states:

> We have convinced the officers of the U. G. W. of A. . . . that we are always trying to be fair with them. . . . When . . . suspicions are removed and both sides are ready to deal in the open, all difficulties can very easily be straightened out.

Other employers, less satisfied to deal with the union, nevertheless, appear to accept the situation and apply their best efforts to make the agreement a success, because of a desire to use the label or for other reasons.

In summing up the reports of these forty-one employers, it may be said that the balance of their experience is favorable rather than unfavorable. In this result the foregoing fac ors have been significant.

V

AGREEMENTS OF THE JOURNEYMEN TAILORS' UNION OF AMERICA

The Union

This union claims jurisdiction over "all workers who are engaged in the tailoring industry and in cleaning, dyeing and pressing, and bushelmen working in the clothing industry."[1] In practice the membership is drawn mainly from the employees of merchant tailor shops, in which clothes are made to the customer's measure. Workers in "special order" houses, in which clothes are made to measure under factory conditions, are largely under the jurisdiction of the United Garment Workers and the Amalgamated Clothing Workers.

The Journeymen Tailors' Union is the oldest of the clothing unions, having been founded in 1883, and affiliated with the A. F. of L. in 1887. In 1913 the name of the organization was changed to the International Tailors' Industrial Union, and in the following year it combined with the Amalgamated Clothing Workers. In 1915, however, the Journeymen Tailors decided, by referendum vote, to resume their old name and A. F. of L. affiliation.

Since 1910 the Journeymen Tailors have paid per capita tax to the A. F. of L. on a membership of 12,000 every year. However, in the union official organ, *The Tailor*, it was recently asserted that the strength of the union in the beginning of 1920 was about 18,000.[2] This figure is approximately confirmed by the average amount of dues received per month in 1920, as published in *The Tailor*. The membership is widely distributed through the United States and Canada, the union having, in January, 1921, 257 locals in 245 cities. It is impossible to estimate the percentage of union members among custom tailors, as the census has not separately enumerated this class of workers since 1900. In that year the average number of wage-earners employed in custom tailoring and repair of men's clothing was reported to be approximately 69,000, the largest number employed at any one time during the year being about 88,000.[3]

The union has the usual General Executive Board, in which supreme authority is lodged between conventions. Its staff

[1]Journeymen Tailors' Union. Constitution, 1917, p. 8. "Bushelmen" are tailors who make alterations.

[2]*The Tailor*. January 25, 1921, p. 3.

[3]United States. Twelfth Census. Vol. VIII, Manufactures. pp. 51, 52.

of officers is somewhat unusual in that it includes no president. The General Secretary is the chief officer of the national union.

The Journeymen Tailors have been accused of "radicalism." The preamble of their constitution closes with the words:

> We further declare that the working class and the employing class have nothing in common and the workers are entitled to all they socially produce.[1]

The union does not, however, appear to be so closely associated with the socialist movement as are the Ladies' Garment Workers and the Amalgamated Clothing Workers.

Agreements

The agreements of the Journeymen Tailors' Union conform to one general type, discussed below. Direct reports of experience under agreements have been obtainable from only two employers' associations and two individual firms.

Constitutional Provisions

The following clauses of the constitution of the Journeymen Tailors are of importance, for on them its whole recent policy with regard to agreements has been based. In the preamble piece-work is condemned as

> . . . engendering long hours of toil for small compensation, resulting in home work and other systems derogatory to the welfare of the tailors . . . therefore we are unalterably dedicated to establish the weekly system of employment as fast as it is safe and practicable.[2]

Under the heading of "Recommendations" appears the following clause adopted by the convention of 1917:

> Beginning with September 1, 1919, no member of the J. T. U. of A. will be allowed to work under any but the following contions:
>
> 1. Free workshops furnished by the employers.
> 2. A weekly wage scale to be fixed by the locals.
> 3. Eight hours to constitute a day's work.
> 4. Time and one-half for overtime.[3]

The "free workshop" proviso has reference to a practice, for many years prevailing in the custom tailoring trade, of sending clothing out of the employer's premises, to be made up in the homes of the tailors or in shops which the tailors rented for themselves.

It has been held by union officials that the week-work system is compulsory on all locals and individual members,[4] and that

[1] Journeymen Tailors' Union. Constitution, 1917, p. 7.
[2] *Idem.*, p. 7.
[3] *Idem.*, p. 59.
[4] *The Tailor.* Nov. 2, 1920, p. 3.

payment of strike benefits depends on compliance with the recommendations above cited.[1]

Under piece-work, one tailor, with perhaps a helper, usually made a suit complete, or at least a whole article of clothing. Under week-work, union officials advocate a greater division of labor.[2] In *The Tailor* an argument was recently advanced for "team-work," under which several men work successively on a single garment, each specializing on a single part or operation. The writer held that production must by such means be speeded up so that the employer might be rendered willing to pay adequate wages under the week-work system. It was admitted by implication that production had slowed down where the week-work system had replaced piece-work.[3]

Closed Shop Not Obligatory

The Journeymen Tailors do not insist on a closed shop clause in their agreements. An editorial in *The Tailor* makes the point that the effectiveness of such a clause lies in the power of the union to enforce it, whether it is written into the agreement or not. If, in the latter case, a non-union man is employed, and refuses to join the union, when asked to do so, "the employer can be notified that the people in the shop are going to quit, and the cause of the trouble then explained." The employer would then, in the view of the editorial writer, in most cases avoid trouble by causing the non-union man to join the union or quit the shop.[4]

In the same editorial, it was argued that it was unnecessary even to insist on a signed agreement. In some cities, where employers have refused to sign agreements, union officials have apparently been satisfied to let the matter rest at that, provided union wages were paid, the week-work system used, the 8-hour day observed with time and a half for overtime, and workrooms furnished by the employer. On those points, however, the Journeymen Tailors oppose any change.

Standard Agreement

A national employers' organization, the National Association of Merchant Tailors exists, but the Journeymen Tailors have no agreement with them.

All the agreements of this union are, therefore, local in scope, being sometimes concluded with city employers' associations, but more often with individual employers. The general office of the union issues a model printed form of agreement, the use of which is not compulsory upon locals, but which is generally followed, with local variations. It provides:

[1] *The Tailor.*, Nov. 30, 1920, p. 3.
[2] *Idem.* Letter of General Secretary to Galesburg, Ill., local, quoted. Aug. 19, 1919, p. 2.
[3] *Idem.*, Jan. 11, 1921, p. 1.
[4] *Idem.*, July 13, 1920, p. 3.

1. Closed union shop. Non-unionists may be employed if they join the union within ten days.

2. Equal division of work, particularly in slack months; no person to be discharged through scarcity of work in slack season.

3. In disputes over wages and hours, no cessation of work pending investigation, "according to the constitution of the Journeymen Tailors' Union."[1]

4. Wage scale (fixed locally). Women to be paid same as men if they do same work. Week-work to prevail.

5. Forty-eight hour week. Time and a half for overtime on regular working days, and double time on Sundays and holidays.

6. Six holidays, with no reduction of wages for day or week-workers.

7. One helper allowed for every three skilled workmen.

8. Access to shop for union representative in working hours.

9. Employees to give notice when they require time off, etc. Week-workers to receive half day's pay if laid off half day without notice.

10. Employers observing above terms to be entitled to use of union label of the Journeymen Tailors' Union.

11. Agreement to run one year and to be renewed automatically for a further year unless fifteen days' notice was given of desire for change.

The union label (paragraph 10, above) has not been so important a factor in the agreements of the Journeymen Tailors as it has been in the case of the United Garment Workers.

Chicago Agreement, 1920

The manner in which local unions deviate from the above form may be illustrated by the agreement concluded by the largest local of the Journeymen Tailors, Chicago No. 5, with the Merchant Tailors' and Designers' Association of Chicago, to run from October 1, 1920 to October 1, 1921.

For purposes of comparison, its provisions are set forth below, in the same order as is used above in listing the provisions of the model agreement.

1. Closed union shop is not directly mentioned in the Chicago agreement, though its existence is implied by a proviso that when the union can not furnish sufficient trouser and vest makers, the employer may have such garments made outside his shop.

2. Equal division of work in dull season; no tailors to be discharged in dull season.

3. Disputes to be adjusted by a committee appointed by union and association, subject to approval by those bodies.

4. Minimum wage for tailors, 85 cents per hour; helpers 50 cents; bushelers $36.00 per week. No mention of equal pay for women, nor of week-work.

5. Forty-eight hour week. Time and a half for overtime.

6. No deductions from pay for six specified holidays, for week-workers.

[1]The constitution provides that a committee of three from the local is to wait on the employer and try to settle the difficulty; failing which, a strike vote may be taken, though a strike may not be called until a vote of the General Executive Board has been taken on the question of supporting the strike. (Constitution, 1917, pp. 29, 30.)
In this connection, the following clauses may also be noted: "no strike shall be supported where the employer desires to change from the piece system to weekly system, where conditions are otherwise satisfactory to the employees." (Constitution, p. 30.) "No local union shall receive strike benefit where they have broken an existing contract with employers." (Constitution, p. 32.)

7. Limitation on helpers is omitted from Chicago agreement.

8. Access to shop for union representative on business of union.

9. Provisions regarding "time off" are omitted in Chicago agreement. Notice to be given previous day when employee not needed; otherwise employee reporting for work entitled to 2 hours' pay.

10. Union label not mentioned in Chicago agreement.

11. Agreement to run one year and be renewed automatically unless notice was given of desire for change.

The Chicago agreement also included these provisions not found in the model form, and not mentioned above:

Weekly pay day.

Shop stewards to be chosen by tailors in shop.

Sanitary shops to be provided by employer.

Team or group work might be used.[1]

Agreements in New York

The members of the Merchant Tailors' Society of New York have operated for many years on an open shop basis. In the winter of 1919–20, however, some twenty-five merchant tailors, employing about 1,500 wage-earners, formed a second organization, the Fifth Avenue Men's Tailors' Society, and entered into an agreement with a local of the Journeymen Tailors' Union. One of the principal reasons for this action was the difficulty of securing labor, due to the unprecedented demand for clothing which existed at that time. The agreement carried the usual provisions as to week-work, 44-hour week, minimum wage, etc. The actual wages paid are reported to have exceeded in most cases the minimum set by the agreement.

Reduced Output

The principal difficulty under the agreement as reported by employers was a decrease in output per man per week, accompanying the abandonment of the piece-work system. Labor costs were thus increased in even greater proportion than wages, although, for the time being, the increase was supportable because of the high prices at which clothes were selling.[2]

End of Agreement

The agreement was renewed in October, 1920. By this time the demand for clothes was slackening, necessitating a lowering of selling prices. At the end of the busy season in December, the Society applied to the union for modifications of the agreement which would insure greater production. The union rejected these proposals, opposing any departure from week-work. The employers thereupon closed their shops. The

[1]Agreement published in *The Tailor*, Nov. 2, 1920, p. 2.

[2]Affidavits to show that there had been no under-production were introduced by the attorney for the union in a court hearing with reference to an injunction against picketing. *The Tailor*, April 5, 1921, p. 1.

union, stating that their men had been locked out, in January, 1921, called a strike, which was still going on when this report went to press. The employers had meantime reopened with non-union workers.

Agreements in Cleveland

For several years the Merchant Tailors' Association of Cleveland had agreements with the Journeymen Tailors' Union. An association representative reports their experience to have been unsatisfactory. Output under the weekly system "fell down in nearly every case to a point where the cost of production was almost prohibitive." Strikes were forbidden by the agreement and this provision was observed. There were, indeed, no violations of the terms of the agreement by the union itself, but the men as individuals were continually demanding higher wages, leaving their jobs, etc.

Thirty days before the expiration date of the last agreement, September 1, 1920, the association notified the union that it would not be renewed. The union was willing to accept the open shop, allowing the employment of non-union men, but refused to consider a return to piece-work. A strike was called, involving, according to union reports in November, some 400 members. At the time of going to press the strike was still on.

Agreements in Other Cities

Reports have been received direct from only two employers in other cities than those above-mentioned. One of them states that he had concluded his agreement because no skilled tailors could be secured except through the union—a common situation in 1919–20. He calls attention to the fact that to become a good custom tailor, the worker must have served several years at the trade. Native Americans do not take to it, and the source of labor has been immigration. Our correspondent believes that because of the rarity of good tailors, non-union shops of his locality will ultimately drift back into a union condition.

This employer describes his own experience as satisfactory, while the second employer reports his as "fairly satisfactory." Both mention a decline in output, however. One notes a lessened labor turnover. Neither has had a strike or stoppage. Both report a few instances in which employees left without giving the notice specified in the agreement, but these have been the only violations of its terms.

Indirect reports have been received regarding two other firms whose experience has been unsatisfactory, the union having demanded one or more wage increases during the currency of

their agreements. Both firms had terminated their agreements and had since decreased their labor costs materially.

Since the downward movement of clothing prices beginning in 1920, merchant tailors in many localities have been pressing for reductions in wages, which the union has in some cases conceded, sometimes resisted. In many cities employers are also demanding a return to piece-work. The union is resisting this in practically every instance, its officials asserting that piece-work will bring with it a return to home work.

In January, 1921 the union reported strikes in Boston, Springfield, Worcester, Providence, New York, Cleveland, Milwaukee, St. Paul, Denver, Dallas, Montreal, and several smaller cities.

VI

AGREEMENTS OF INTERNATIONAL LADIES' GARMENT WORKERS' UNION

The Union and the Industry

The International Ladies' Garment Workers' Union claims jurisdiction over "all workers in the production of ladies' garments of all kinds, such as cloaks, suits, skirts, dresses, waists, wrappers, corsets, underwear, etc."[1] Workers on custom-made as well as ready-made garments are included in this claim, also workers on embroidery, children's wear and waterproof garments.

Strength of Union

The union was organized in 1900. Its membership expanded from 18,700 in 1909–10 to 105,400 in 1919–20, as shown by A. F. of L. voting strength. These figures correspond approximately to the membership in good standing. The total number who paid dues during the year ending June 30, 1920, including those not in good standing at that date, was 132,756.[2] Of this total, about 3,700 were in Canada.

The average number of wage-earners in the women's wear industries of the United States was, according to the 1914 Census of Manufactures, approximately 206,000—in the month of maximum employment in that year, 228,000.[3] The union membership in good standing, deducting Canadians and ladies' tailors not under the Census of Manufactures, was about 100,000 in 1919–20. This figure is about 49% of 206,000, and about 44% of 228,000. Assuming that the number of wage-earners in this industry had increased between 1914 and 1919, the actual percentages of union membership for the latter year were somewhat below 49 (or 44).

These percentages do not, however, give an accurate impression of the strength of the union. First, members not in good standing must be taken into account as supporters of strikes. Second, the union membership is not scattered through the women's wear industries, but is concentrated in those of greatest importance. The cloak and suit makers in 1919–20 were probably over 90% union, if members not in good standing

[1]Int. Ladies' Garment Workers' Union. Constitution, 1918, p. 3.

[2]*Justice* (official organ of Ladies' Garment Workers), Nov. 19, 1920, p. 3.

[3]United States. Census of Manufactures, 1914, Abstract, p. 57, 468. Above totals include workers on women's clothing, corsets, embroideries, and women's neckwear, but do not include ladies' tailors in the custom trade, who are not enumerated by the Census of Manufactures.

were counted, and the dress and waist workers are strongly organized in most cities. At the other end of the scale are the corset workers, who have never been over 13% unionized, and the women's neckwear workers, practically unorganized.

Structure of Union

The membership is organized into the usual locals. In cities where there are two or more locals whose members work in the same industry—as cloak and suit making—the locals are grouped under a "Joint Board" of officials, who represent them in such matters as the negotiation of agreements. The General Executive Board of the international organization exercises supervision over the Joint Boards and locals, but the latter have almost full autonomy in their dealings with employers, except in the calling of strikes, which must be authorized by the General Executive Board.

A system of shop committees and chairmen is maintained.

Socialistic Principles of Union

The preamble of the constitution of the Ladies' Garment Workers states:

> That the only way to secure our rights as producers and to bring about a system of society wherein the workers shall receive the full value of their product is to organize industrially into a class-conscious labor union politically represented on the various legislative bodies by representatives of a political party whose aim is the abolition of the capitalist system.[1]

Active support is given to socialist candidates by the publications of the union and by a large proportion of its members.

However, the terms which the union endeavors to obtain under agreements and the restrictions it tries to enforce upon employers are much the same as those aimed at by unions which do not profess socialistic aims.

The Women's Wear Industries

Certain conditions of the women's wear industries should be noted, as having bearing on the development of agreements. There are few large factories. In 1914, 85% of the establishments making women's clothing employed 50 wage-earners or less, and only one employed over 1,000.[2] Much of the work on garments is done in the shops of "contractors" who receive them already cut from larger manufacturers. Competition is intense. To deal with labor, and for other business reasons, the manufacturers have since 1910 combined extensively into associations.

In the making of women's clothing there are usually two peak months in each year, March and October. In 1914, the

[1]Int. Ladies' Garment Workers' Union. Constitution, 1918, p. 1.
[2]United States. Census of Manufactures, 1914, Abstract, pp. 412–413.

number of wage-earners employed in the slackest month was 23% less than the number employed in the busiest. This has led the union to attempt in various ways to offset seasonal unemployment, or force an extension of the busy season—a difficult matter for the manufacturers, because of the buying habits of merchants and public and the vagaries of fashion.

Much of the work of the garment trades, at least upon the cheaper garments, can be picked up by anyone who can sew. Over 63% of the workers on women's clothing in 1914 were women and girls.

Workers of foreign birth or parentage predominate. In 1919–20, the union's census of its members showed 74% to be Jews, 17% Italians.

Agreements

The Ladies' Garment Workers' Union reported, in 1920, agreements with 25 associations of manufacturers. Other agreements, with individual employers, were so numerous that even union officials were unable to state the total of them exactly.

Within the limits of this report it is possible to deal only with the agreements of the principal associations. This limitation, however, allows an adequate presentation of the subject. The agreements, the provisions of which are here discussed, cover the greater part of the more important women's wear industries, the number of union members working under these agreements being between 70,000 and 75,000 in 1920. Moreover, the greater portion of the remaining agreements, which are not here discussed, are closely similar to those presented.

With regard to experience under agreements with the Ladies' Garment Workers, reports have been received directly from all the larger, and several of the smaller, manufacturers' associations, whose members employ between 80,000 and 85,000 union members. Data have been obtained on the working of other agreements under which 4,000 to 5,000 workers were employed.

Nature of Agreements

The agreements of the Ladies' Garment Workers follow no standard form. Their constitution prescribes no rules with which agreements must accord, or which must be accepted by the employer who signs an agreement. In general, locals and joint boards are free to make such terms under agreements as they desire and can obtain.

A considerable degree of uniformity does, however, prevail in the more important features of agreements. At times certain policies are indorsed by convention vote for adoption throughout the territory covered by the union. Moreover, the international officers of the Ladies' Garment Workers, while they

are not required by the union constitution to supervise the making of agreements, do in practice take part in all important negotiations. This makes for consistency of policy, as does the fact that officials of the Joint Boards of several cities are also vice-presidents of the international union and members of its General Executive Board.

Cloak and Suit Industry, New York City

Prior to 1910, workers in the New York garment industries were weakly organized. Among employers also there was no concerted action. Disorder was perennial. The former counsel of the first cloak and suit manufacturers' association writes:

> It was an industry of intermittent strikes.... During the busy season the workers had the boss by the throat. During the slack season he reciprocated and turned the tables on them.[1]

As the context of the quotation brings out, such conditions did not prevail in all establishments, but they were widespread. This state of affairs, satisfactory neither to employer nor employee, must be kept in mind in passing judgment on the incomplete successes obtained under agreements. The problem has not been so much one of bringing about ideal relations as of bettering a bad situation, full of apparently insuperable difficulties.

Agreements with Cloak, Suit and Skirt Manufacturers' Protective Association

Protocol of 1910

In 1910 occurred a peculiarly bitter strike, affecting practically the entire New York cloak and suit industry, then employing some 50,000 people. A settlement was effected through the negotiation of an agreement—the well-known "protocol" of September 2, 1910. The parties to this were nine locals of the Ladies' Garment Workers' Union and the Cloak, Suit and Skirt Manufacturers' Protective Association, which had been formed at the outset of the contest.

The first notable feature of this document was the "preferential shop" clause, suggested by Mr. Louis Brandeis, now Justice of the United States Supreme Court, who had been active in mediation. The issue most hotly contested had been that of the closed union shop. By the preferential device, this issue was compromised, the clause finally adopted reading as follows:

> Each member of the manufacturers is to maintain a union shop, a "union shop" being understood to refer to a shop where union standards as to working conditions, hours of labor, and rates of wages as herein stipulated prevail, and where, when hiring help, union men are preferred. . . .[2]

[1]Cohen, J. H. "Law and Order in Industry." 1916, p. 6.

[2]United States. Bureau of Labor. "Conciliation, Arbitration and Sanitation in the Cloak, Suit and Skirt Industry in New York City." Bulletin 98, January, 1912, p. 212.

Of even greater importance were the provisions by which a judiciary system for the industry was created:

> The parties hereby establish a Board of Arbitration to consist of three members, composed of one nominee of the manufacturers, one nominee of the unions, and one representative of the public. . . (The third member was to be named by mutual agreement of the representatives of the manufacturers and union).
>
> To such board shall be submitted any differences hereafter arising between the parties hereto, or between any of the members of the manufacturers and any of the members of the unions, and the decision of such Board of Arbitration shall be accepted as final and conclusive between the parties to such controversy.[1]

It should be noted that the foregoing committed the parties to the arbitration of "any differences hereafter arising," not only over the interpretation of the agreement, but in any contingency whatever. It was provided in another clause that there were to be no strikes or lockouts, except as a means of redress in case of refusal to abide by a decision of the arbitrators.

A Committee on Grievances was established, with two members named by the manufacturers and two by the union, to dispose of minor disputes.

Another body provided for by the protocol was a Joint Board of Sanitary Control, of two members named by the manufacturers, two by the unions, and three representing the public, "empowered to establish standards of sanitary conditions." (See page 82 for an account of the activities of this board.)

A standard minimum wage scale for week-workers was set, ranging from $25.00 for cutters, the highest paid, to $10.00 for skirt finishers, the lowest paid. Piece rates were to be agreed on in each shop between a committee and their employer. Other clauses established the 50-hour week, limited overtime, established ten holidays, prohibited home work, "subcontracting within the shop" and "time contracts" except with certain classes of workers, and provided for installation of power machines, etc.[2]

The agreement was to run for an indefinite period.

At the signing of the protocol, establishments employing about 15,000 came under its terms, but this number was later increased to 30,000 by the expansion of the manufacturers' association and the extension of protocol conditions to contractors' shops making garments for the manufacturers. Most of the establishments not controlled by association members signed closed union shop agreements.[3]

[1] *Idem.*, p. 213.

[2] See, for full text of protocol: *idem.*, p. 211; also United States. Bureau of Labor Statistics. "Industrial Court of the Cloak, Suit aud Skirt Industry of New York City." Bulletin 144, March 19, 1914, p. 56; also Cohen, J. H. "Law and Order in Industry." 1916, p. 243.

[3] For text of such an agreement see United States. Bureau of Labor. "Conciliation, etc." Bulletin 98, January, 1912, p. 270.

Experience Under the Protocol

In considering the working of the protocol, the functioning of the machinery for arbitration deserves most attention. It was hoped that, under the tribunals set up, and with organization and consequent responsibility on both sides, law and order would be established in this turbulent industry.

The first difficulty that arose under the 1910 protocol was over the procedure of the Committee on Grievances, which had not been prescribed in the agreement. The matter was settled by the Board of Arbitration. The Committee, renamed the Board of Grievances, was enlarged to include five members from each side. All complaints were to be referred in the first instance to "chief clerks," one appointed by the union, the other by the association. In practice, two deputy clerks, one from each side, were usually dispatched to the scene of the difficulty, with power to decide the case by agreement. If they disagreed, the chief clerks reinvestigated, and if they in turn disagreed, the dispute went to the Board of Grievances. If the Board deadlocked, the case was referred to the Board of Arbitration.[1]

Adjustment of Grievances

During approximately the first two and a half years under this system 7,656 complaints were filed, of which about 90% were settled by deputy clerks, 8% by the chief clerks, while only 2.3%—179 cases—had to be referred to the Board of Grievances. Of these, only 20 cases, of which 12 concerned a single issue, went to the Board of Arbitration.[2]

Nevertheless, the machinery of adjustment did not give complete satisfaction. During 1913 there was increasing complaint that the Board of Grievances functioned too slowly and deadlocked too often. The cases in which delays or disagreement occurred were actually not numerous, but the heat engendered by them was great.

Sources of Difficulty

The controversy drew part of its force from deeper irritations, involving dissatisfaction with the protocol itself. Three-fourths of the cases brought before the Board of Grievances on complaint of the Manufacturers' Association concerned unauthorized shop strikes. Of 43 cases of this nature, only 9 were decided in favor of the association, most of them being compromised or dropped. A number of shop strikes and stoppages had also occurred, in addition to the 43 thus considered. Employers contended that such stoppages should

[1]See, for full rules of Board of Grievances: *idem.*, p. 220; also Cohen, J. H. "Law and Order in Industry." 1916, p. 249.

[2]United States. Bureau of Labor Statistics. "Industrial Court of the Cloak, Suit and Skirt Industry of New York City." Bulletin 144, March 19, 1914, pp. 8-9.

not have occurred at all, strikeless shops being the principal gain which they had expected from the protocol. Another source of irritation was the fact that some of the small competitors of association members were contriving to work under lower standards than those the protocol required, at lower costs.

On the union side, the largest number of complaints brought before the Board of Grievances concerned "discrimination against an individual" and "alleged wrongful discharge." Only 9 out of 48 such cases were decided for the complainant. Dissatisfaction on the union side appears, however, to have been due only in part to specific grievances, and in greater measure to the agitation of a faction who regarded the agreement as a handicap on the "class struggle." The protocol was, nevertheless supported by the International union officers.

Substitution of Arbitration for Conciliation

As an experiment in relieving the situation, the Board of Arbitration created a Committee on Immediate Action, consisting of the chief clerks of both sides and a third impartial person, to take over the work of the equipartizan Board of Grievances.[1] This marked a change of principle, in that arbitration by an impartial outsider was substituted for "conciliation" in an equipartizan grievance board. The new plan proved more workable than the old; deadlocks were avoided and decisions rendered more promptly.

Abrogation of Protocol and Its Revival, 1915

The general situation, however, continued strained, indicating that the difficulty was not due merely to a flaw in machinery. An irreconcilable dispute developed over the "discharge issue," the union leaders contending that discharge for any reason other than definite misconduct or incompetence constituted a justiciable grievance.

There were other causes of antagonism on both sides. A large element in the manufacturer's association were growing restive under the supervision of the arbitrators, who, they felt, catered unduly to the workers. The incident that finally brought matters to a conclusion was an unauthorized shop strike which the union officials appeared unable to suppress promptly. On May 20, 1915 the manufacturers' association terminated the protocol on the ground that the union had not fulfilled its obligations.

The union proposed that the controversy be submitted to a "board of unbiased persons." The association concurring, Mayor Mitchel appointed six prominent men as a Council of Conciliation. Under their decision the protocol was revived

[1] *Idem.*, p. 73.

with modifications. The Council itself practically took the place of the former Board of Arbitration.[1]

Final Abrogation of Protocol, 1916

Difficulties continued to arise, however, between manufacturers and union. Finally, early in 1916, the Council of Conciliation handed down a decision requiring employees to show "working cards" evidencing good standing in the union, as a condition of employment under the preferential shop clause. The manufacturers refused to accept the decision, whereupon the union broke off relations with them. Beginning April 29, a lockout and strike ensued. This was ended in August, 1916 by the conclusion of a new agreement.

Summary of Experience under Protocol

The 1910 protocol may be regarded as a generally unsuccessful experiment in arbitration. The agencies of the protocol must, it is true, be credited with the handling of thousands of minor grievances—questions of fact and equity, or such as could be settled by referring to the terms of the agreement. But when fundamental issues arose, not specifically covered by the agreement, too great a strain was put upon the willingness of the parties to abide by arbitration.

The protocol experiment, however, cannot be considered simply as a test of arbitration, the outcome being complicated by other factors—radical agitation, difficulties of business competition, minor irritations. Moreover, the manufacturers' association in 1916 was exceptionally strong and its officials more than usually disinclined to be patient toward union encroachments. In these difficult circumstances the device of arbitration did not suffice to keep the peace.

Agreement of 1916

The distaste for arbitration which had been acquired by many manufacturers was manifested in the terms of the next agreement, that of August, 1916. The plan of ultimate resort to impartial outsiders in disputes was abandoned, and dependence placed on direct dealing between representatives of the manufacturers and of the union. Further, the no-strike clause of the old protocol was qualified, the workers having the right to strike against any employer who violated the agreement.

While concessions in wages, hours, etc., were given the workers, the agreement favored the employers in that they secured their principal objective—the right to discharge, limited only by provisions against discrimination for union activity and by the union's right to strike against any employer who "oppressively exercised" the right to decrease his force.[2]

[1]United States. Bureau of Labor Statistics. *Monthly Review*, August, 1915, p. 8.

[2]See, for text of agreement: United States, Bureau of Labor Statistics. *Monthly Review*, September, 1916, p. 307.

Operation of Agreement of 1916

The actual working of the new system of handling grievances by direct dealing was in many respects not very different from that of the protocol. Most cases, as formerly, were settled between the clerks of the two parties. Of 3,973 complaints filed by the union during the first 13½ months, about 88% were adjusted—57.3% by compromise, 10.6% in favor of the union, 3.9% in favor of the employer, while 15.9% were dropped. The unsettled 12% were withdrawn or "temporarily adjusted." The number of wrongful discharges alleged by the union during this period was 279—very few, relatively to the number of workers under the agreement.

In the last six months of this period 72 shop strikes were authorized by the union to force the settlement of grievances. Unauthorized shop stoppages were probably more frequent than under the protocol.[1]

The operation of the 1916 agreement was conditioned, however, not so much by its terms as by the labor shortage that presently developed. The war had cut off immigration which had formerly kept the trade plentifully supplied with workers. At the same time, the demand for labor was enhanced by orders for war supplies which were taken by women's wear firms. Employers became chary in exercising the right of discharge. The union asked for and obtained a revision upward of the minimum wage scales of the agreement. In shops where workers were aggressive they obtained concessions in addition to those of the agreement, such as guarantees of employment for periods running up to 30 weeks.

Breach of Agreement

In May, 1919 a strike occurred, affecting the entire industry of the city, although the association's agreement was not to expire until August 1, 1919. The establishment of week-work and the 44-hour week were the main objectives of the union, which was in a position of peculiar advantage at this time, the trade being busy beyond precedent.

Agreement of 1919

On May 29th, the Cloak, Suit and Skirt Manufacturers' Protective Association signed a new agreement, to run to June 1, 1922. Some 16,000 workers, 35% of the trade, came under its terms.

The more important provisions of this agreement may be summarized as follows:[2]

[1]United States. Bureau of Labor Statistics. *Monthly Review*, December, 1917, pp. 1098–1099.

[2]Agreement published in: United States, Bureau of Labor Statistics. *Monthly Labor Review*, December, 1919, p. 1716; also Budish, J. M. and Soule, G., "The New Unionism," 1916, p. 327.

1. Preferential union shop.

2. Workers might be discharged for causes such as incompetency, misconduct, insubordination in the performance of work, soldiering on the job. A discharged worker might, however, appeal to the Trial Board (see below) who were empowered to reinstate him with pay for lost time if his discharge was found to be unjustified.

3. Equal division of work in slack season.

4. Strikes or lockouts prohibited.

5. Complaints to be jointly investigated by managers (corresponding to chief clerks under the older agreements) of the association and union, or by deputies of the managers. Cases not adjusted by the managers to go to a Trial Board, of one member from each organization and a third impartial person. It was specified that the agreement was to constitute the basis of decisions of the Trial Board and that no decision was to be a precedent for a later case.

6. All former piece-workers (except buttonhole makers) were placed on a week-work basis. Wages were raised, the new scale of minimum weekly rates ranging from $44 for jacket, coat, reefer and dress operators, and $39 for cloak and dress cutters, to $18 for skirt finishers.

7. Forty-four hour week established. Overtime prohibited in slack season, and in busy season limited to 10 hours per week. Certain classes of workers to receive time and a half for overtime, others double time. Six and a half holidays with pay.

8. Home work, "sub-contracting within the shop," and "time contracts" with workers prohibited. Employer to furnish machines, power, materials.

9. Association members to register their contractors with union. Association to guarantee maintenance of conditions of agreement, payment of wages, etc., by their contractors.

10. Association to inform union of applications for membership in association; association might attempt adjustment of any disputes pending between union and applicant.

It will be noted that the 1919 agreement harked back to the protocol in its prohibition of strikes and lockouts. It also revived the protocol principle of arbitration, which had been abandoned under the 1916 agreement. There was, however, no supreme Board of Arbitration as there had been under the protocol. The specification that the agreement was to constitute the basis of decisions of the Trial Board was intended to prevent the Board from legislating as well as judging, as the arbitrators under the protocol had done.

Operation of Agreement of 1919

The grievance machinery seems to have functioned with much the same measure of success as that under previous agreements, most complaints being settled promptly by the managers of the union and association. A representative of the employers states, however, that many of them did not, in practice, benefit fully by the existence of the grievance machinery, hesitating, for instance, to discharge an employee even when it was certain that the discharge would be sustained, because of the trouble that could be made by the shopmates of the offender.

Production Difficulties

The specific feature of the 1919 agreement to which most exception was taken was that establishing week-work where piece-work previously prevailed. This change, employers assert, caused a grave decline in production.

A second objection to the agreement bore indirectly on production. It was claimed that the limitations which in practice were placed upon the power of discharge, weakened the employer's ability to keep up discipline in the shop and to hold employees to a due standard of output.

Wage Controversy

The season was an abnormal one, with rushing business, mounting prices, and a labor shortage. Under these conditions many of the workers secured wages far above the minimums set by the agreement.

Nevertheless, in December, 1919, the union asked for a revision upward of the minimums themselves, because of the increased cost of living. The manufacturers insisted that the agreement stand as it was. The union made no official threat to strike, but to forestall a possible break, Governor Smith of New York appointed a board whose decision in the matter both sides agreed to accept.

The award of this board was made in the following terms:

> The classes of workers here enumerated shall receive the following weekly increase of wages, retroactive to, and including the week beginning January 5, 1920:
>
> All workers except buttonhole makers shall work by the week. The weekly increases granted shall be as follows:
>
> Cloak and Dress Cutters.....$5.00
>
> (The award goes on to list the other classes of workers and their increases.)

From this language it was not clear whether the minimums set by the 1919 agreement for each class of workers were to be increased by the amounts enumerated, or whether each person in each class was to have the specified amount added to what he was earning at the time of the report. Other paragraphs, though couched in vague terms, might be taken to indicate that the existing agreement was to stand without permanent change.

The manufacturers' association held that the increases were to be added to existing wages. They further held that such increases were to apply only to persons employed at the date of the report, and that workers taken on later might be employed at any wage above the original minimums of the agreement. The union claimed that the award intended that the 1919 minimums were to be increased. There was under the agreement no authority with power to settle this difference

of interpretation, the Trial Board being designed to handle only individual grievance cases.

Abrogation of Agreement

The conflict on the wage question was brought to a head when applications for membership in the association were received from several firms which had individually accepted the union's interpretation of the Smith board award. Upon being received into membership, they would come under the terms of the association's interpretation, and be obligated to pay only the old minimums. The union called strikes against these firms and protested against their being received into the association. The association, however, accepted them and the strikes continued.

On October 6, 1920 the association dispatched to the Joint Board of the cloakmakers an ultimatum, demanding that the strikes be called off within forty-eight hours, "or we will conclude that you have broken the agreement," which, it will be remembered, had a no-strike clause. The union in reply offered to return the strikers to work on the condition that the wage award be referred for interpretation to the Governor's Board which had written it. On October 8 the association broke off relations, regarding the agreement as abrogated. Contrary to what might have been expected, no general strike or lockout followed, and relations continued in a state of suspension until June 3, 1921, when a temporary agreement was made, substantially renewing the agreement of 1919, to run until November 1, 1921. At the same time it was agreed that the question of production was to form the subject of joint investigation by the association and the union.[1]

Agreement of American Cloak and Suit Manufacturers' Association

The foregoing account applies to the agreements of the Cloak, Suit and Skirt Manufacturers' Protective Association. There is still in force in the New York market another important agreement, that of the American Cloak and Suit Manufacturers' Association. This body represents a larger number of establishments than the older association, but most of them are small or contractors' shops. At the outset about 12,000 workers came under this agreement. The number is said to have been increased to 20,000 in 1920.

The American Association soon after its formation signed an agreement to run from June, 1919 to June 1, 1922.

[1] As this agreement was concluded while this report was in the press, it cannot be adequately dealt with here. It is stated that the union promised an increase in production on behalf of its members. The joint investigating commission on production is to report once a month, and make final recommendations on November 1, 1921.

The closed union shop was established. It was provided that "except for misbehavior the employer shall not discharge any employee unless notice in writing is given to the union." Disputes over the sufficiency of reasons for any discharge might be submitted to an impartial arbitrator.

There was no provision for joint adjustment of disputes, except in cases of alleged violation of the agreement by employers, which were to go before an adjustment committee, consisting of representatives of the union and association with an impartial third person. Damages for violation might be assessed against the association, which was to deposit $50,000 with a trust company as security for the observance of the agreement. The union gave no corresponding guarantee.

Terms as to wages, hours, etc., were the same as those which had been made by the Cloak, Suit and Skirt Manufacturers' Protective Association.[1]

Adjustment of Grievances

The actual working of the American Association agreement has been much less one-sided than its provisions. For example, no provision was made in the document for the joint investigation of disputes, but in practice such matters have been handled by adjusters from association and union, 2,876 cases having been settled in the eleven months preceding November 1, 1920. The number of cases which have required the services of impartial arbitrators has been inconsiderable, only those involving important principles having been referred to them. The fund deposited as security for the observance of the agreement has not been drawn upon.

Shop stoppages are said to have been less serious than those affecting the other association. The same demand for a wage increase was made on both associations and the award of Governor Smith's board applied to both. The interpretation of the award has never been pushed to an issue under the American Association. The prevailing rate of wages was, during 1920, generally above the new minimums asked by the union.

Production

Production has been a sore point under this agreement, as it has under all the 1919 agreements by which week-work replaced piece-work in the cloak and suit industries. A series of announcements was issued by the association in January, 1921, urging workers to give greater output.

[1]Agreement of American Association published in: United States Bureau of Labor Statistics. *Monthly Labor Review*, December, 1919, p. 1719.

Other Agreements

Besides its agreements with associations, the union in 1919 concluded others with 874 non-association shops employing over 19,000 people, covering the remainder of the New York cloak and suit trade. These were similar to the American Association agreement.

An agreement of a somewhat different character, now the subject of litigation, exists in greater New York and vicinity between the union and an association of jobbers known as the Merchants' Ladies' Garments Association. The members of this association are not themselves manufacturers. Under this agreement the association binds its members not to obtain goods from any factory not under contractual relations with the union to observe its terms, or in which the union has declared a strike for violation of prescribed standards. To carry this into effect, lists of association members and union shops are exchanged. The agreement operates in an area extending from Vineland, New Jersey to Bridgeport, Conn., and runs until June, 1922. There is also provision for the investigation of complaints and the disciplining of association members.

Dress and Waist Industry, New York City

This division of the women's wear industries ranks next to the cloak and suit industry in importance. The average number of wage-earners in the dress and waist industry of New York was approximately 42,000, in 1914, and the number employed is said to have exceeded 50,000 during the busy seasons of 1919–1920. The proportion of women workers is high—nearly 79% in 1914.

As in the cloak and suit industry, the success of agreements is to be judged in the light of pre-agreement conditions, which have been described as follows:

> . . . Strikes were numerous and frequent; they usually occurred at the most strategic moment, the peak of the season, the very time when they could prove to be most harmful.
>
> The employer was not the only one to suffer. The workers felt obliged to whip him into submission by starving themselves and their families. The victory at the height of the season would vanish as soon as the season was over.
>
> . . . The retailer was never sure of receiving the ordered garments. . . . The average citizen was appealed to by both parties and really did not know with which side to sympathize.[1]

[1]United States. Bureau of Labor Statistics. "Conciliation, Arbitration and Sanitation n the Dress and Waist Industry of New York City." Bulletin 145, April 10, 1914, pp. 66-67.

Agreements with Dress and Waist Manufacturers' Association

Agreement of 1913

The first important agreement in this industry resulted from a strike throughout the trade, in January, 1913. The Dress and Waist Manufacturers' Association, before the walk-out occurred in their shops, negotiated a protocol. The expansion of the association later brought more than 17,000 employees under this agreement.

It established the preferential shop, and, for handling disputes, set up machinery modelled after that which was then in use in the cloak and suit trade in other places, with clerks, an equipartisan board of grievances, and a board of arbitration.

A wage-scale board, a feature not found under the cloak and suit protocol, was also created, with four members from the association and four from the union, to investigate wages and to act as an appeal board in wage disputes. There were provisions for a joint board of sanitary control, and a white protocol label for garments, certifying that conditions of manufacture were sanitary. In its other provisions the agreement was much like the cloak and suit protocol.

Agreements were also concluded early in 1913 with some 250 firms not in the association.[1]

In the experience of the Dress and Waist Manufacturers' Association under this agreement, four points are worth special note—the working of the preferential shop clause, the reduction of strikes and stoppages, the working of the machinery of arbitration, and the question of setting piece rates.

Preferential Shop

The preferential clause operated somewhat differently than in the cloak and suit trade. In the latter the union early attained so nearly a hundred per cent membership that the preferential shop inevitably became in practice a closed union shop. In the dress and waist industry, some non-union workers were available, and the union repeatedly complained during the earlier years of the agreement that such workers had been hired, when preference should have been given to unionists, according to the agreement.[2] Later however, the preferential shop tended to become a closed union shop.

Strikes and Stoppages

During the life of the agreement there was one strike, general throughout the industry, in February, 1916. This strike was of a somewhat curious nature. A union official states that it

[1]See, for text of association agreement: *idem.*, p. 22; for agreement of non-association firm, p. 152.

[2]The Board of Arbitration, November 1913, held that the association had not used all possible efforts to compel its members to observe the preferential clause. *Idem.*, pp. 36–45, 61–65.

was called primarily to unionize the non-association shops—the competitors of the association—and to recruit union membership in general. The association shops were, however, included in the walkout, apparently to give a demonstration of solidarity, and for other tactical reasons. The association's agreement was violated in letter if not in spirit, as it had a no-strike clause.

Shop stoppages were fairly numerous in the first year of the agreement and in general were not eliminated, though reduced in comparison with pre-agreement days.

Arbitration

Experience under the 1913–19 dress and waist agreement is valuable chiefly by way of throwing light on the working of arbitration. By that method, all differences were successfully adjusted for six years, including the period when relations were twice broken off in the cloak and suit industry. Nevertheless, arbitration did not give full satisfaction to the employers in this industry, in so far as it was applied to the determination of questions affecting the whole industry, as distinguished from individual grievances.

A man of exceptionally wide experience in the industry, when interviewed, gave the following account of arbitration as he saw it. The union, he stated, would ask certain concessions, in conference with the employers. If some of them were there granted, the remainder would be taken before the Board of Arbitration. The Board would decide for the union on perhaps half of these demands, and reject the others. But at a later date the union would again bring up the rejected proposals, plus a number of new ones. Of this lot, again, some would be granted, others refused. By repeatedly going to arbitration in this manner, the union would bit by bit gain practically all its desires, going far beyond what was intended by the original agreement.

This single statement can not, of course, be taken as conclusive evidence on the working of the arbitration system, but is of importance as an explanation of the attitude of employers, who in 1919 at the negotiation of a new agreement, strongly opposed the continuance of arbitration as applied to general issues.

Greater satisfaction seems to have been given by the machinery of grievance adjustment, which functioned similarly to that in the cloak and suit industry. In the first year, of 4,566 complaints, about 81% were settled by deputy clerks, 14.5% by chief clerks, 2.5% by the wage-scale board, and about 2% by the Board of Grievances. Only two cases went so far as the Board of Arbitration.[1]

[1] *Idem.*, chart facing p. 48.

The union early complained that the slowness of the Board of Grievances was an obstacle to justice, which led to the substitution of a Committee on Immediate Action, with an impartial chairman.

Piece-Rate Difficulties

The problem of setting piece rates has been a peculiarly difficult one throughout the garment industries. The dress and waist industry has cast about more widely than the others in the hope of finding a satisfactory system. According to the 1913 agreement, rates were to be settled in each shop between the employer and a "price committee" of his workers. As a basis for their bargaining, the agreement prescribed a "standard price per hour" which, to determine the rate for any given garment, was to be multiplied by the number of hours it would take for "an experienced good worker" to make the garment. The rub came when the number of hours was to be decided upon. The agreement provided that one or more operatives were to be chosen to test out the time required. But often such tests merely led to new disputes, first over the selection of the person to make the trial, and then over allegations on the union side that the test hand was overspeeded, while the employer maintained that the work was done at less than normal speed.

Under a revision of the agreement in 1916, there was established a "test shop," in which such time trials could be made under joint supervision of union and association. This plan achieved little success, and was abandoned.

By the same revision, an attempt was made to simplify the bargaining process by authorizing the use of the "log" or schedule system. Under this, a schedule is drawn up showing the piece rate for each usual operation in the making of a garment—for example, sleeve-setting. The rate for the given garment is then found by adding together the rates for all the operations which enter into its making. The field of controversy is narrowed down to any novel features of the garment which may not appear in the schedule. This system was reported in 1917 to be in use in about 45 of the association establishments.

A wholly satisfactory settlement of the piece-rate problem, however, was never reached. "Standards of production," a device now much under discussion in the clothing and garment trades, were at one time investigated but not adopted.

Abandoned Experiments

Three devices peculiar to the dress and waist industries may be noted as examples of the difference between plan and practice, which frequently appears under union agreements. First,

provision had been made for the adoption of a white protocol label for garments made under sanitary standards. This was never used. Second, the wage-scale board of the 1913 agreement, after a period of activity, was allowed to die. Lastly, under the 1916 revision of the agreement there was set up a Board of Protocol Standards. The Board of Sanitary Control had been eminently successful in its field, and it was hoped that the new board, similarly constituted, would have equal success in enforcing the terms of the agreement as to wages, hours, etc. Many non-association shops worked under standards lower than those of the agreement, and hence at lower costs. The Board was given power over all shops, association and non-association, with which the union had agreements. But, although the Board had some success in attacking this problem, its expense was heavy and it was finally abandoned.

New Agreement of 1919

At the expiration of the agreement of 1913–19, controversy arose over the negotiation of a new one, and culminated in a ten weeks' strike. On April 9, 1919 a new compact was signed to run to December 31, 1920, about 12,000 workers coming under its terms. Its principal provisions were:

1. Preferential shop.

2. A worker discharged after the first two weeks of employment was entitled to a review of his case, and if the discharge was found "unfair, arbitrary or oppressive," the employer was given the alternative of reinstating him or paying to him a "fine" assessed by the reviewing authority. In discharges for union activity, defined as any unjust discharge of a member of the shop "price committee," reinstatement was prescribed without alternative.

3. Equal division of work in slack season.

4. Strikes and lockouts prohibited.

5. All disputes and grievances were to be handled in the first instance by clerks of association and union, and, where they could not agree, to be referred to a Board of Grievances on which union and association had equal representation. In the event of an equal division in that Board, the dispute was to be submitted to a mutually chosen impartial chairman. It was "agreed that this contract is to be strictly construed." Discharge cases went directly to the impartial chairman, if not settled by clerks.

6. Wages were raised, the minimums for week-workers ranging from $38.00 for the highest grade of cutters to $11.50 for the lowest paid cleaners. Piece rates—affecting the greater number of workers—were to be increased 10%, and thereafter fixed to yield average experienced workers of various classes from 65½ to 50 cents an hour. The "log" system was to be used in fixing piece rates, which were to be settled in each shop between the employers and a "price committee."

7. Forty-four hour week established. Overtime limited to six hours per week; week workers to receive time and one half for overtime, piece workers extra compensation. Six holidays with pay for week-workers.

8. Home work, "subcontracting in the shop," time contracts, prohibited.

9. Association members to be responsible for "subsidiary shops" which they controlled or financed. Association to supply union with names of contractors working for members.

10. Applicants for membership in association, against whom strikes were pending, to be received on condition of association's taking responsibility for compliance with terms of any settlement reached. Establishments without previous union agreements to be received into association only on condition that 75% of their workers joined union.

It will be noted that the 1919 agreement differed from that of 1913–19 in the more specific limitations placed upon discharge, and in the reduction of the powers of the arbitration authorities. The old Board of Arbitration, with powers to interpret the agreement and even pass judgment on its amendment, was discontinued. While the "impartial chairman" under the new agreement had authority to pass finally on individual disputes, his powers over general issues were limited by the proviso that the agreement was to be strictly construed.

Stability in Wages Not Secured

The new compact was not in effect long enough to afford experience from which very positive conclusions may be drawn. The events leading to a break are thus narrated by a representative of the employers. At the end of 1919 the union asked for a general advance of wages to meet the rising cost of living. Increases were conceded by the Dress and Waist Manufacturers' Association. The union then requested that these increases be considered a part of the agreement. This the association refused, on the ground that, as the advances were being granted to meet an emergency—higher living costs—they were to be considered temporary, and that to write them into the agreement would give the union a basis for considering them as permanent, and as establishing a base line from which future increases would start. The union refused its official acceptance of the increases on the association's terms, whereupon the association refused to hold its members bound by the new scale. Relations were then broken off between association and union, the latter refusing to send its clerks out on grievance cases.

From that time—February, 1920—onward, the agreement was only nominally in force, until its expiration December 31, 1920. Certain firms have left the association and concluded agreements with the union. The members of the association have, however, continued to operate without agreements despite the calling of a strike, in February, 1921. (See page 82).

Adjustment of Grievances

Until the severance of relations, the grievance machinery seems to have functioned similarly to that under the previous agreement, most cases being satisfactorily disposed of by clerks.

The work of the impartial chairmen, under both the old and new agreement, was reported by an employers' representative to have been satisfactory in the main. The latter emphasized,

however, the importance of choosing the right man for the place. The impartial chairman must have not only integrity and technical knowledge, but must be able to command the respect of both sides by the force of his personality.

Decreased Production

The output of week-workers is reported to have fallen off under the agreement, but this may have been not wholly traceable to the agreement itself, the life of which coincided with a period when a slackening of output was complained of in many other industries. Production difficulties in the dress and waist trade, however, have been minimized by the fact that most employees are on piece-work.

The statement is made by an employers' representative that a diminution of production resulted from the shortening of the working week under the agreement from 48 hours to 44, which was not offset by proportionately greater production per hour.

Piece Rates

With regard to the fixing of piece rates, an employers' representative reports that the "log" or schedule system was only partially successful, and that many shops have gone back to the old method of setting piece rates by bargaining in the shop, without a formal system.[1]

Agreement with Association of Dress Manufacturers, Inc.

Agreement of 1919

During the strike of 1919, another agreement was signed in the industry by the Association of Dress Manufacturers, then newly formed. This body is composed mainly of contractors making up garments to the orders of jobbers and conducting shops smaller on the average than those of the older association, though in the aggregate they employ a considerably larger number of workers. The agreement provided for the same wages and hours as that of the Dress and Waist Manufacturers' Association, but otherwise was more favorable to the union, establishing the closed shop, etc.

The agreement was, however, characterized by the manager of the association in an interview in *Women's Wear*, December 11, 1920, as "entirely successful." There are said to have been few shop strikes or stoppages, and production is reported to have kept up, piece-work prevailing. During the life of the agreement over 13,000 grievances are reported to have been settled, mostly by clerks. The same demands for wage increases that were presented to the Dress and Waist Manufacturers' Asso-

[1]The success of an equivalent system under the simpler conditions of the overall industry was noted on p. 48.

ciation were also presented to the Association of Dress Manufacturers in January, 1920, but in the case of the latter the increases were granted by award of an impartial chairman, and were included in the agreement without a controversy such as broke down the agreement of the older association.

Agreement of 1921

On the expiration of the Dress Manufacturers' agreement, a new one was negotiated, to run from February 1, 1921 to January 31, 1923. The number of workers coming under its terms was reported to be about 18,000, though a lower figure was given in a statement from a union source. The principal provisions of the new agreement were:

1. Closed union shop.

2. Discharges (unless approved by shop chairman) subject to review. Workers laid off in slack season to be re-employed at resumption of work before any new help was engaged.

3. Equal distribution of work at all times.

4. Grievances to be adjusted by clerks of union and association if possible, and if they failed to agree, by an impartial chairman. No stoppages of work.

5. Minimum wages for week-workers ranging from $13.00 for the lowest paid cleaners to $44.00 for cutters. Minimum base-rates for piece-workers, ranging from 50 cents to $1.00 per hour. Piece rates to be settled, in case of dispute, by timing the making of the garment by a "test-hand."

6. Forty-four hour week. No overtime if there were vacant accommodations in shop for additional workers. Overtime limited to one hour per day and to be paid for at double time to week-workers, extra rate for piece-workers. Six and a half holidays with pay for week-workers.

7. No merchandise to be made up for any manufacturer or jobber not under contract with union. No work to be sent out unless workers in employer's own shop were fully employed; and none to be sent to non-union shops or those not belonging to association.

8. Association to place in trust $20,000 as security for the observance of the agreement by its members.

Other Agreements in the Dress Industry

In 1919, other agreements were signed by several hundred dress firms not members of either association. In 1920 something over three-quarters of the shops in the industry were reported to be under union agreements.

The hold of the union in this industry was reinforced by an agreement concluded February 4, 1919, with the Wholesale Dress Association, composed of jobbers, handling a large portion of the New York dress business. The members were obligated to deal only with contractors or manufacturers having agreements with the union. As security for the observance of the agreement the association placed a fund in trust, which has not since been drawn upon. A new agreement was ratified January 31, 1921, continuing the same arrangement, with additional provisions for the identification of association orders by stamp.

General Strike of February, 1921

On February 9, 1921 a strike occurred throughout the dress and waist industry of New York City, the number of workers involved being variously estimated at 32,000 to 40,000. Like the "demonstration" strike of 1916, already mentioned, this walkout affected not only the non-union shops, but also those working under agreements. Its purpose was to give a demonstration of solidarity, to recruit new members and compel delinquent members to resume good standing, as well as to secure new agreements. Most of the employees of union shops returned to work after four to five days.

Agreement with New Association

An agreement was signed during the strike by a new association, formed in January and composed principally of contractors employing, it is reported, 4,000 to 5,000 people—the New York Waist Manufacturers' Association, since renamed Protective Waist Manufacturers' Association, Inc. Its agreement is, in general, similar to that of the Association of Dress Manufacturers. A considerable number of non-association manufacturers, contractors and jobbers in the dress and waist industry also signed similar agreements.

The members of the Dress and Waist Manufacturers' Association, however, continued to operate without union agreements, as already noted.

Joint Board of Sanitary Control

This enterprise has been one of the most noteworthy developments under collective bargaining in New York. As already noted, it was inaugurated in the cloak and suit industry under the agreement of 1910 "to establish standards of sanitary conditions." Its jurisdiction was extended, under the Dress and Waist Manufacturers' agreement of 1913, to that industry. Its functions have been expanded to include not only sanitary supervision but fire and accident prevention, fire drills, first-aid provision, health education, etc. It has been backed by the manufacturers' associations and union and has on occasion appealed to public authority, but its results have been obtained mainly by means of "counsel, persuasion and education." The marked improvements in matters of health and safety which have been made in these industries are in large measure attributable to the board's work.

The board is jointly financed by employers having union agreements, and the union organizations in the trades concerned. Over $30,000 is thus supplied annually.

The Cloak, Suit and Skirt Manufacturers' and Dress and Waist Manufacturers' Associations, after their relations with

the union had been broken, continued their contributions to the board.

In connection with the board there is operated a "Health Center," separately financed. This is under union control, and supplies medical and dental treatment to members.[1]

Much of the success of the Board of Sanitary Control has been due to its able personnel, particularly to its director, Dr. George M. Price.

Agreements in White Goods Industry, New York City

The white goods (ladies' underwear) industry employs 7,500 to 8,000 people in busy seasons, 90% of whom are women and girls. The employers are organized as the Cotton Garment Manufacturers' Association. Following a strike, this body concluded an agreement with the union on February 7, 1913. This compact has been renewed biennially, with modifications, the latest revision having been signed March 24, 1921, to run to the same date in 1923.

The agreements of this series differ from most of those of the Ladies' Garment Workers in that they carry no closed or preferential union shop clause. Under the 1913 agreement association and union agreed merely that each should work "to strengthen the other."[2] The 1921 agreement provides that union members must keep in good standing as a condition of continued employment, and that in factories where 60% of the workers are union the managers of the union and association shall direct that all the workers become members, etc. The arrangement nevertheless remains more nearly that of an open than a preferential shop.

Grievances not settled by clerks of the association and union are referred to a grievance board of four members from each side, with appeal in deadlocks to arbitrators, one from each side and the third chosen by them.

Operation Generally Satisfactory

Agreements in the white goods industry have worked in the main satisfactorily. Such was the report of Dr. Boris Emmet in his study of the garment industries, 1917.[3] Recent information indicates that the same condition has continued. An employers' representative points out, however, that "satisfactorily" has not meant "ideally," and further, that the results which have been attained have not been due altogether to the form of the agreement. He emphasizes the importance of the

[1]For further information on the Joint Board of Sanitary Control, see its Tenth Annual Report (1921), obtainable on request; address 131 East 17th St., New York City. See also Cohen, J. H. "Law and Order in Industry." 1916. Chap. IV.

[2]For text of 1913 agreement see: United States. Bureau of Labor Statistics. "Conciliation Arbitration and Sanitation in the Dress and Waist Industry of New York City." Bulletin 145, April 10, 1914, p. 138.

[3]United States. Bureau of Labor Statistics. *Monthly Review*. December, 1917, p. 1108.

human element in the administration of any agreement—the personalities of the union officials and employers—and of the general conditions of the industry which may make the relations of the parties easy or difficult.

Factors in Favorable Result

With the foregoing qualifications, our informant cites the following advantages of an agreement of this type. First, the fact that there exist recognized channels for settling disputes makes it probable that orderly methods will be used. Second, there is a peculiar advantage attaching to an agreement such as this, concluded by an association, the officials of which, by reason of practice in negotiation and knowledge of the whole trade, are able to settle difficulties more successfully than the single employer could do if he dealt with the union direct.

The agreement, as already noted, is on an approximately open shop basis. It is reported that those shops which employed a large proportion of non-union labor at the time of the first agreement have continued to do so, and those shops which were mainly union have continued so. This result is not due wholly to the terms of the agreement, however, but is made possible by the fact that the industry is a difficult one for the union organizer because of its largely unskilled shifting labor force.

The grievance machinery has operated much as in the industries already examined, except that an equipartisan grievance board has here sufficed and been continued, while elsewhere a change has been made to the "impartial chairman" plan. Most cases are settled by clerks (now called managers).

In some disputes where feeling has run high, as in those concerning discharges, employees are reported to have stopped work, union officials claiming "we can't hold them."

Agreements in Other Women's Wear Industries, New York City

Agreements in the children's and misses dress and the kimona and house dress industries present no novel features. The first important agreements, signed after strikes early in 1913, were similar to that concluded a few weeks previous in the dress and waist industry.[1] Later revisions followed the same general plan. About 3,000 employees were reported in 1917 as being under the agreement of the Children's Dress Manufacturers' Association, 2,000 others being employed by individual firms with union agreements. The association agree-

[1]For text of agreements, see: United States. Bureau of Labor Statistics. "Conciliation, Arbitration and Sanitation in the Dress and Waist Industry of New York City." Bulletin 145, April 10, 1914, pp. 128, 133.

ment in the kimona and house dress industry was then said to involve 3,600, the greater part of this industry being unorganized.

The last agreement of the Childrens' Dress Manufacturers' Association, signed February 14, 1919, was abrogated in the fall of that year as the result of a controversy caused by a walkout of workers in an association shop. Relations were resumed in January, 1920, the agreement as renewed providing that the association and union were to appoint a committee to prepare a minimum scale of wages "to take effect not later than the 15th day of September, 1920." On October 13, 1920 the president of the association inquired what minimum of production the union would guarantee in return for the obligation thus to be assumed by the manufacturers. The union held that the agreement provided for a minimum wage scale without conditions, and proposed that the interpretation of the clause in question be submitted to the Board of Arbitration of the industry. The association replied that the matter "must be worked out between ourselves." Neither side receding, the Association stated that they considered the agreement at an end. It was later announced that the Association would be disbanded. An inconclusive strike, lasting about one week, occurred in the industry in March, 1921.

The first agreement in the kimona and house dress industry gave unsatisfactory results, which have been attributed to the fact that considerably less than half the employers and half the workers in the industry were under its terms, and that the non-association shops paid lower wages and worked on a basis of lower costs.[1]

In 1916 a strike led to a new agreement which was reported in 1917 to have worked fairly satisfactorily. In 1919 a strike was followed by another agreement. This became inoperative, as the association, then including a comparatively small number of firms, largely discontinued its activities.

The union has other agreements in New York with associations in the bonnaz and hand embroidery industry, and with waterproof garment and ladies' tailoring establishments, etc.

Agreements in Cloak and Suit Industry, Philadelphia

Philadelphia ranks next to New York City as a center of women's clothing manufacture, but its industries in this field are of considerably smaller extent, employing about 15,000 wage-earners in 1914 as against 105,000 in New York. The Ladies' Garment Workers' Union, with over 100,000 members in New York in 1919–20, had about 8,000 in Philadelphia.

[1] *Idem.*, pp. 125–128.

The first important agreements in the Philadelphia cloak and suit industry were concluded in 1914 by two manufacturers' associations. In 1917, the Women's Garment Manufacturers' Association, which had been formed by the merging of the former two, concluded a new agreement.[1]

The latest agreement in the industry was signed by the same association August 2, 1920, to run to May 1, 1921, about 1,500 workers coming under its terms. This agreement was peculiar in that it contained no specific closed or preferential shop clause, though in practice only union members have been employed.

After a trial period of one week, no employee might be discharged before notice of the reason for discharge was given the union. "Should, in the opinion of the union, the reason be insufficient, the matter shall be forthwith submitted to an umpire selected by both parties whose decision shall be final and binding."

Strikes and lockouts were prohibited. Disputes not settled by managers of association and union were to be referred to an umpire.

All workers were to work by the week, the minimum wage scale ranging from $50 for cloak makers to $30 for skirt finishers, the working week consisting of 44 hours.

Limitations were placed upon the sending out of work unless the employees in a shop were working on a 44-hour schedule, and upon dealings with non-union or strike-bound sub-manufacturers and contractors. Other sections of the agreement cover the usual matters of overtime, holidays, etc.

Unsatisfactory Experience Under 1920 *Agreement*

A representative of the employers writes that the agreement has been unsatisfactory, as the union in a number of instances has failed to carry out its terms. Union representatives are reported to have acted fairly, but "employees took matters in their own hands in the individual shops." A number of shop strikes have occurred. Output has fallen off, "due to change from piece-work to week-work."

In November, 1920, the association asked for a revision of the agreement, allowing a return to piece-work and the fifty-hour week, in order to lower production costs. Other measures were finally agreed upon by officials of union and association—the employment of basters to relieve skilled hands of that detail, an arrangement by which two persons might work as partners, and the enforcement of a clause in the 1920 agreement, allowing the suspension of workers for incompetence, misconduct, soldiering on the job, etc., which clause had in practice been inoperative. There was also accepted a new

[1]United States. Bureau of Labor Statistics. *Monthly Review*, January, 1918, pp. 29–36. Text of agreement, p. 31.

clause providing that workers were to present cards from the union when applying for jobs, thus giving the union control over the order in which its members were to be employed.

When these proposals were voted on by the rank and file of the cloakmaker's locals, the clauses dealing with production and suspensions were rejected. The Association later announced their intention to proceed under the agreement as amended by the above provisions.

Agreements in Cloak and Suit Industry, Chicago

The third center of women's clothing production is Chicago, with about 7,300 employed in 1914. The Ladies' Garment Workers had a total membership of about 6,400 there in 1919–20.

Agreements in the Chicago cloak and suit industry have worked more satisfactorily than most of those heretofore considered. The Chicago agreements date from 1915. In the fall of that year a strike was threatened. The matters in controversy were submitted to arbitrators and their award was accepted as an agreement. The parties to this, on the employers side, were, first, the Chicago Cloak and Suit Manufacturers' Association, composed mainly of the larger downtown firms, and second, the Northwest Cloak and Suit Manufacturers' Association, most of whose members are located in the northwest manufacturing district of the city.

This agreement ran from September 24, 1915, to July 1, 1917. It provided for the preferential union shop. Discharges after a two weeks' trial period were subject to review by the grievance authorities. Strikes and lockouts were prohibited. Grievances, if not settled by clerks, were referred to a committee of three, one each from union and association, and the third an umpire mutually chosen. A board of arbitration, with an impartial chairman, had final jurisdiction in appeals from the committee, and handled directly all issues of general importance.

Operation Generally Satisfactory

Of this agreement Dr. Boris Emmet reported, after it had been in operation for more than two years:

> The representatives of the employees concerned are unanimous in their approval of the existing methods of collective bargaining. With a few exceptions, the members of both the employers' associations are heartily in favor of the existing trade agreements "as the best possible method for dealing with the employees" and as "the only method to standardize labor costs in the industry." When discussing the value of the agreement employers generally refer to the highly unsatisfactory conditions which existed in the industry prior to the introduction of collective bargaining. They emphasize the fact that the industry is highly seasonal and extremely competitive. A stoppage of work during the busy season may, they say, easily result "in ruining the business of the entire season," because a failure to deliver the goods on time means "a

> customer lost forever." The present system protects the employer from disastrous stoppages during busy seasons, not only because such stoppages are prohibited by the agreement, but because definite channels are provided through which the employees are certain to secure an impartial adjudication of their grievances.[1]

Piece-Rate Adjustment

The system of piece-rate settlement then in vogue was also well spoken of. The agreement provided that such rates were to be agreed upon, if possible, between the employer and a committee of his employees, on a basis of rates prescribed in the agreement for "each hour of continuous work by a worker of average skill." If not so settled, the case was referred to two officials, one from the union and one from the association. If they in turn disagreed, the dispute was then referred to an impartial adjuster, paid by both organizations. It was provided in the agreement that, pending final decision, work on the lot of garments in question was to continue. Usually a low flat rate was temporarily set, and when the rate was finally fixed, the workers were given sufficient back pay to make up the difference.

The system used by the impartial adjuster was approximately the same in principle as that now used in the overall industry and long experimented with in the New York dress and waist industry under the name of the "log" system. In Chicago no schedule of rates for different operations was committed to writing, and no time studies were made; but by experience and general acquiescence there was established a set of rates, based upon mutually satisfactory time allowances, for all basic operations on cloaks and suits, such as the making of plain bodies, sleeves, etc., and for the finishing and pressing operations. Shops were also unofficially classified as "cheap," "medium," "good," and "high-grade," according to the quality of their product and hence of the workmanship expected. These rates and classifications were taken into consideration in the decisions made by the officials of the union and association and by the impartial adjuster.

Again to quote Dr. Emmet:

> It was declared repeatedly by persons concerned in these adjustments that the personality of the adjuster determines to a great extent the confidence of the persons affected in the fairness of his decisions, and thus ultimately the success or failure of the entire system of piece-rate making. During the first six months of the application of the system, not less than five adjusters were found unsatisfactory and were discharged. Besides enjoying the confidence of the employer and employee, the adjuster, it is said, must be an expert at the trade and possess considerable tact and diplomatic ability. . . .

[1]United States. Bureau of Labor Statistics. *Monthly Review*, February, 1918, pp. 322, 323.

> The trade expertness of the present adjuster enables him to arrive at his decisions independently, and there is therefore no tendency on his part "to split the difference" as is sometimes done by industrial arbitrators. This fact is repeatedly referred to by employers and employees as being responsible for their confidence in the fairness of his adjustments. . . .
>
> Although the rates set by the impartial adjuster are objected to from time to time by one of the parties, the number of such instances on record is small. . . . The finality of the adjudication makes it impossible for the controversy to "drag on too long."[1]

This matter is treated with such fullness not only because it presents an example of satisfactory piece-rate settlement under union conditions, but because it illustrates the general principle, of which numerous illustrations are encountered, that the personality of the administrator is of first importance in determining the success of any system set up by an agreement.

In recent years the piece-rate question has become a dead issue in the Chicago cloak and suit industry, owing to the establishment of week-work.

Agreement of 1919

At the time of the conclusion of a new agreement in July, 1919, a brief strike occurred. The agreement then signed runs to July 1, 1921. It is closely similar to that of the New York Cloak, Suit and Skirt Manufacturers' Protective Association, signed a few weeks earlier.

It is significant that there was no provision for a supreme board of arbitration such as there had been under earlier Chicago agreements. Only in the handling of individual grievances was there resort to outside impartial authority. These, if not settled by the managers of the association and union, were to go to a single umpire instead of to a Trial Board, as in New York.

The minimum wages for operators and sample makers were the same as those of the New York agreement, those for cutters and pressers somewhat higher. The week was 44 hours, which might be worked in five days, if so agreed upon between employer and employees.

A representative of the employers says that the working of this agreement has been in most points satisfactory.

Preferential Shop and Discharge

The tendency has been for the preferential shop to become in practice a wholly union shop, here as elsewhere. The employers have exercised conservatively their right of discharge as limited by the agreement, taking such action only when certain that the discharge was for a cause that the grievance authorities would sustain.

[1] *Idem.*, pp. 324, 325.

Grievance Adjustment

In general grievances have been handled smoothly. About 1,500 cases were settled in 1920 under the Chicago Cloak and Suit Manufacturers' agreement. The machinery of adjustment has functioned better and better since it was established. The same individuals have continued to act in grievance cases for association and union. These officials on both sides have thus not only accumulated experience, but have come to know each other's personalities, a matter of importance in enabling them to work together efficiently. It has been seldom necessary to carry cases to an umpire.

In certain lockout cases, the arbitrator has assessed against the employer the pay lost by the workers. Damages have not in practice been assessed against the union, in cases of stoppage of work, for example. A man of extensive experience, with whom this point was discussed, did not consider it practicable to hold the union liable for money damages in cases of infraction of the agreement by its members. All proposals to that end have in the past been vigorously resisted by the union.

Production Decreased

Output has been unsatisfactory. This has not been principally nor directly due to the terms of the agreement, according to our informant, but was partly a phase of the general slackening of production which was complained of in 1920, and partly due to an intent on the part of employees to force a lengthening of the working season by producing less in that season.

Agreements in Cleveland

The Cleveland agreement differs from all those that have been considered and presents several points of special interest. Beginning with an unsuccessful strike in 1911, the Ladies' Garment Workers for several years attempted to build up an organization in that city, but with little success.

In the summer of 1918 a strike was called, demands including a higher wage scale and machinery for adjusting disputes. A settlement was effected through the mediation of representatives of Secretary of War Baker, formerly Mayor of Cleveland. The questions at issue were submitted to a Board of Referees. This board, after settling the immediate controversy, continued in existence as the governing body of the industry. No agreement was concluded between the manufacturers and union, but both observed the awards of the referees. This arrangement continued down to December 24, 1919.

Terms

On December 23, an agreement was signed between (first) the Cleveland Garment Manufacturers' Association, (second) the International Ladies' Garment Workers' Union and the joint board of six locals, and (third) Julian W. Mack, Samuel J. Rosensohn and John R. McLane or their successors, acting as the Board of Referees. The agreement was to run to December 31, 1921, and to be automatically renewed, subject to the right of either party to terminate it by notice given three months before the end of any year.

There were incorporated into the agreement earlier decisions of the referees, one of which, of October 19, 1918, asserted the open shop principle, without discrimination for or against union members.

There were to be no strikes or lockouts "unless previously authorized by the referees." This gave them a weapon for enforcing decisions and the terms of the agreement.

The Board of Referees, as then constituted, was permanently continued. It was to fill its own vacancies, after consultation with the association and union.

Disputes, if not adjusted in the shop, were to go to the managers of association and union. Disputes of a more general nature, concerning such matters as hours of work, general wage-scales, etc., were to be referred to the two managers in the first instance. All cases which the managers failed to adjust were to be arbitrated by "the representative of the Referees appointed for that purpose and vested with the full power of the Board of Referees, subject only to a right of appeal to the Board from his decision on matters relating to principle or policy." This representative is now customarily spoken of as "the impartial chairman."

The vesting of ultimate power over the industry in the Board of Referees puts this agreement into the same class as those of the earlier "protocol" type in New York and elsewhere, with their supreme Boards of Arbitration.

Other clauses present no novel features. Wages and hours were not mentioned, being settled separately.

Experience so Far Favorable

Representatives of the employers state that the association's experience has been "satisfactory so far"—"haven't arrived at crucial tests yet."

Though the agreement provides for the open-shop principle, a tendency is noted "toward preferential and slowly . . . toward closed union shop."

No strikes, lockouts or other labor difficulties have occurred under the present agreement, according to our correspondents. The only breaches of the agreement reported were "minor and

unauthorized, quickly remedied." It is stated further that members of shop committees and other union representatives have been employees of the better type, showing a fair spirit of co-operation.

The machinery for adjusting disputes seems to have functioned satisfactorily in settling both individual grievances and general issues. The Board of Referees according to their own statement have acted as "mediators and conciliators, and only in the last resort, arbitrators."

"Standards of production" are being introduced in Cleveland, based on an extensive scientific study by industrial engineers. A minimum wage is to be guaranteed to all the workers on each class of work, while those who exceed a certain standard of production are to receive additional compensation. In setting standards, the employees have a voice. In those departments in which standards have been introduced, at this writing, output is reported to have been materially increased, while the earnings of workers have also advanced.

There appear to have been no serious production difficulties in Cleveland, pending the adoption of production standards. One employers' representative writes, "the fact that we have had no stoppages under the agreement has undoubtedly increased output."

Wage Reduction and Guarantee Against Unemployment

On April 25, 1921 the Board of Referees rendered a decision which provided for reductions of wages averaging 12 to 13%. The decision also put into effect a plan under which every worker is guaranteed 40 weeks of employment yearly and one week of vacation with pay. If employment is not provided during the period covered by the guarantee, the worker, while unemployed, can draw two-thirds of his minimum wage from a fund deposited by the employers with the impartial chairman.

Manufacturers not only of cloaks and suits but of other women's wear are included in the Cleveland Garment Manufacturers' Association. They employ in busy seasons over 7,000 people.

Agreements in Cloak and Suit Industry, Boston

By and large, the working of agreements in Boston has been unsatisfactory.

On March 8, 1913, an agreement was signed by the Ladies' Garment Manufacturers' Association (makers of cloaks and suits), the New York protocol being taken as a model. Favorable results were said to have been obtained during the first year.[1]

[1]For text of agreement, and account of early experience, see: United States. Bureau of Labor Statistics. "Conciliation, Arbitration and Sanitation in the Dress and Waist Industry of New York City." Bulletin 145, April 10, 1914. Appendix E, p. 141-146.

After a revision in 1915, the agreement is reported to have worked satisfactorily for a short time. Shop strikes then became frequent. "Representatives of the manufacturers association produced evidence which showed that during the past year not less than 19 strikes lasting each from half a day to as long a period as 10 days took place."[1] The workers also for a time resisted the introduction of steam pressing machines, fearing the displacement of some of their number.

The 1915 revision had erected a Joint Board of Supervision, Enforcement of Standards and Sanitary Control, "to enforce working conditions and standards as stipulated in this protocol." The Board did not greatly assist in meeting the difficulties of the time, and it was eliminated under later agreements. Throughout the garment industries, such special boards for enforcing the terms of agreements having generally been short-lived. The notable exception has been the New York Board of Sanitary Control, which, however, has confined itself to the field of health and safety.

Early in 1917 the union opened the matter of another revision, but the agreement was terminated February 28, 1917 by the disbanding of the manufacturers' association. Oral agreements were maintained with practically all the employers in the industry, which were reported to work satisfactorily to both sides.[2]

Agreements of 1919 *and* 1920

In 1919 the manufacturers, reorganized in an association of the same name as before, concluded an agreement June 27, following a strike. This was on a closed shop basis. The minimum weekly wages prescribed were $1 or more higher than those established by the New York agreement of the previous month for the same classes of labor. Week work and the 44-hour week were established. Twenty-two weeks of employment were guaranteed.

A more comprehensive agreement was signed January 15, 1920, to run one year. The closed shop was continued. The employers' right to discharge for poor workmanship or misbehavior was affirmed. Strikes and lockouts were prohibited. "All matters in dispute as to conditions of employment or breach of good faith or matters not specifically referred to in this agreement," if not adjusted by conference, were to be referred to an arbitrator.

Wages were increased 10%. Other clauses continued week-work, the 44-hour week, etc. It was provided that the association "pledges its efforts to insure to the members of the Union thirty-eight full weeks of employment from each mem-

[1]United States. Bureau of Labor Statistics. *Monthly Review*, April, 1918, p. 955.
[2]*Idem.*, pp. 956–958.

ber of the Association and eight half-weeks during the continuance of this agreement." An employer was to send no work to outside contractors unless his own shop was working at capacity, and then only to union contractors' shops.

End of Agreement and Strike

Relations under the 1920 agreement were satisfactory to neither side. The union alleged that 42 weeks' work was not supplied, and the limitations on sending work to contractors not observed. In November the union asserted that the employers had abrogated the agreement. The secretary of the association states, however, that "we did not abrogate the agreement. The agreement in question expired January 15, 1921."

On January 7, 1921, in a letter sent to employees working in the shops of association members, the following announcement was made:

> The system of collective bargaining between us and our employees through the union has not been a success. It is, therefore, necessary for us to adopt a new policy in our relations with our employees, and it is our intention hereafter to deal individually with our employees and not through the union.

On January 15 the association issued to the press a statement, quoting the above announcement and adding the following further declaration and account of their experience under the agreement:

> The Garment Manufacturers demand no change in the present wage scale or hours of employment, but they cannot operate their factories under the intolerable conditions which have existed through the arbitrary methods employed by the union. It has been impossible for a manufacturer to discharge an employee, either for inefficiency or misbehavior. In many instances the employees have refused to give a fair day's work for a day's pay, and the continued complaints of the manufacturers to the union have been unavailing.

On February 1 the union called a strike throughout the Boston cloak and suit industry, involving about 2,000 people. In April the union claimed that settlements had been effected with most of the employers, though the strike against a few firms still continued.

Agreements in Dress and Waist Industry, Boston

The experience of the Boston Dress and Waist Manufacturers' Association has been more favorable, but far from satisfactory. The first agreement was signed after a strike March 15, 1913, and was modelled after the New York cloak and suit protocol.[1] This agreement has been five times revised.

[1]For text of agreement and account of early experience, see: United States. Bureau of Labor Statistics. "Conciliation, Arbitration and Sanitation in the Dress and Waist Industry in New York City." Bulletin 145, April 10, 1914, Appendix F, p. 147.

The recent experience of the association is described by a representative of the employers as

> . . . generally unsatisfactory. The union is not a responsible body and its written agreements or verbal promises are broken at will. Radical leaders or irresponsible workers may and do cause much trouble without recourse on the part of the manufacturer to hold such persons responsible for their acts.

The preferential shop is specified by the agreement, but owing to the scarcity of labor (1919–1920) "for all practical purposes members of this Association operate under closed shop conditions."

Our correspondent states that between June, 1919 and April, 1920 there were 15 shop strikes and two lockouts. The firms engaged in the latter discontinued manufacturing in Boston. In addition to these difficulties, the writer says:

> In December 1919 the Union, directed by its Executive Board and the local Union official, in violation of the agreement discontinued working relationship with the Association. Ten weeks after, through the efforts of a public spirited citizen, relationship was restored.

The union then asked an increase of wages over those provided by the existing agreement of June, 1919, and also regulations, supplementing those already in force, to control outside contracting. The only alternative being to engage in a strike, the association acceded to these demands.

Output, our correspondent reports, has been cut down under the present agreement "through a clause which practically prohibits outside contracting and outside purchasing." Other production difficulties are not mentioned, a large proportion of the employees being on piece work.

Our correspondent also makes these points:

> The type of employees chosen as representatives for shop chairman or members of the price committee are those who best serve the interest of the Union. . . . There is practically no spirit of co-operation.
>
> Local union officials depend upon the workers for their jobs and must heed the wishes of those whom they represent. As a result, in many instances the better judgment of the official is subordinated to the wish of the worker.
>
> . . . We favor collective dealing with Union employees, provided that the labor organizations to which they belong are responsible bodies. In order that this may be effected, it is our opinion that labor organizations and trade unions should be made to incorporate under the laws of their jurisdiction. So long as labor unions are irresponsible as they are today, collective dealing with them does not operate successfully or justly.

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s, Los Angeles, San Fran and other cities.

VII

AGREEMENTS OF THE INTERNATIONAL FUR WORKERS

The Union

This union came into existence in 1910. Many attempts had been made from 1882 on to found a union in the fur industry, but without success. An international which affiliated with the American Federation of Labor in 1904 went out of existence a few years later. The present organization affiliated with the American Federation of Labor in 1913 and has since shared in the general trade-union prosperity of the past five years. Between 1914 and 1915 the membership increased from 800 to 3,700. This rapid increase has been maintained and in 1920 the union had 12,000 members, of whom some 3,500 were women.[1] Since these figures were published, however, a strike of thirty-one weeks has intervened, as a result of which the union's membership must have suffered severely.

The average number of wage-earners in the industry in 1914 was 10,555,[2] from which it is evident that the trade was, in 1920, highly unionized.

Jurisdiction

The union claims control over all the fur-working crafts and over the following allied crafts: hatters' fur workers, sheepskin workers, tanners and dyers of furs. A member may withdraw from the union should he wish to become an employer, but not if he intends to handle tools or do the work of a journeyman. An applicant for membership must be capable of obtaining the minimum wage of his craft.

Internal Organization

The union is organized on the usual lines, with locals, shop stewards, joint boards for two or more locals, and district councils. The General President has customary executive powers, but no power to settle disputes arising between employers and employees.

Nature of Industry

The industry is seasonal, the busy period beginning in August and closing in December. According to the Census of 1914 the principal centers of the industry, in the order of importance, are located in the states of New York, Minnesota, Michigan,

[1]Budish, J. M., and Soule, G., "The New Unionism," 1920, p. 96.
[2]United States. Census of Manufactures, Abstract, 1914, p. 624-626.

Illinois, Wisconsin and Pennsylvania. In the fur dressing section of the industry, however, New Jersey holds second place. New York City is now reported to have about 80% of the country's trade. More than half of the establishments are very small, with only from one to five workers. The labor force was, in 1914, 61% male in the fur manufacture section of the industry and 87% in the fur dressing section. It is principally Jewish, drawn from Austria and Germany, largely illiterate in English. The most skilled craft is that of the cutters, who are the highest paid. In the higher class work taste and intelligence are necessary, and in most other work, *e.g.*, on Hudson seal, dog-skin, etc., speed is also very important.

Agreements

Union Constitutional Provisions

The preamble to the constitution of the Fur Workers refers to the struggle between the capitalist and the wage earner in the usual socialistic terms. It limits the aims of the organization to the mutual protection of interests, the elevation of the fur craft, the improvement of wages, hours and working conditions, the perfecting of a system of apprenticeship, the substitution of arbitration for strikes, the promotion of the union label, and the support of unionism generally. There is no reference to the worker's share of his product or to the "co-operative commonwealth."

The constitution also contains a procedure for adjusting disputes, according to which the matter is first brought by the workers concerned before their local, which, if the contention is approved, proceeds to elect an arbitration committee. This committee endeavors to adjust the matter with the employer. When any difference is reported to the General Executive Board of the International Union it must act in the matter within twenty-four hours. In serious controversies which cannot be adjusted by officers of the locals, the General officers must be consulted before the local takes any action.

It is also provided that a local going on strike without approval of the General Executive Board does so at its own risk. This Board is specifically charged with the duty of discouraging strikes and bringing about amicable relations between employers and locals. No worker may take the place of a striker or work on a lockout job. All agreements must go to the General Executive Board for investigation and approval thirty days before going into effect. An interesting provision in the constitution is that a declaration by an employer or employers' association to the effect that their employees must either leave the union or cease work, or a combination of employers to throw their employees out of work without any cause or act on the

part of such employees, is deemed a lockout. The General Executive Board investigates the bona fides of a lockout.

Union rules regulating working conditions are not specified, but the "wilful violation of the recognized trade rules" of the locality constitutes an offence. Sub-contracting is prohibited. Apprenticeship is to be for three years. Apprentices are allowed in the proportion of one for every ten workers, with not more than three in one shop.

New York Agreement of 1912

In June, 1912 the union called a general strike in order to secure better conditions and to strengthen its organization. Its demands were influenced by the protocol in the cloak, suit and skirt industry (See p. 64). Although at the time its membership represented only 10% of the wage earners in the industry, practically all the workers in New York responded to the call. The strike lasted thirteen weeks and was terminated by the acceptance of an arrangement under which, however, the union was not formally recognized. A memorandum was signed by Dr. J. L. Magnes as guarantor which, while it contained no mention of the closed or preferential union shop, gave practical recognition to the union in that it established a joint conference committee, with an impartial chairman, to settle outstanding questions and to deal with disputes. It also provided for the establishment of a permanent committee to deal with larger questions affecting the whole industry, and a joint board of sanitary control. Hours of work were fixed at fifty per week, with ten holidays on pay. Overtime rate was fixed at time and one half, home work was prohibited and uniformity of sanitary conditions required.

The arrangement was to last for two years. It was accepted by two associations,[1] representing 486 establishments. Some 187 firms outside the associations also concluded agreements on the preferential shop basis, and 34 firms accepted the closed union shop and the eight hour day.

Operation and Extension of 1912 *Agreement*

The conference committee set up by the agreement passed resolutions prohibiting strikes and lockouts, appointing permanent mediators for immediate action, and providing further machinery for the adjustment of disputes. It also passed resolutions that employers should give preference to union members, other conditions, such as ability, being equal, and should also advise their employees to join the union. Relations were further defined as follows:

1. The right to discharge for any legitimate reason was allowed.

[1]These were the Associated Fur Manufacturers, Inc., and the Mutual Protective Fur Manufacturers Association.

2. No agreement to engage a man for the whole year was to be implied in a differentiation in rates between busy and slack seasons.

3. Propaganda for the union was allowed, provided it was outside business hours and was not offensive or abusive; and such activities were not to form a ground for discharge.

A proposed protocol to define relations and covering eight questions, including a form of preferential shop, hours of work, minimum wage and overtime, failed of accomplishment owing to disagreement on several points.

The 1912 arrangement was a compromise on the main issue of union recognition, and the first year of its operation was a period of adjustment to the actual, if not formal, recognition of the union contained in the agreement. During this period the conference committee formed a buffer between the parties. Its jurisdiction was not infrequently challenged but was invariably accepted in the end.

Agreements, 1914–1921

By 1914 the union was able to secure an agreement which gave it formal recognition, including the right to have shop stewards, but did not limit the employer's right to discharge. A compromise regarding apprenticeship was effected which left the question in abeyance.

The 1914 agreement was due for renewal in December, 1916, but owing to a deadlock in negotiations it was not renewed until February, 1917, when the revival of business gave an incentive to its conclusion. A minimum wage scale made its first appearance and the four seasonal wage scales of the earlier agreement were consolidated.

The agreement was again renewed on February 3, 1919 without any great difficulty. It is this renewal of the agreement which is now in force, having been reinstated after the general strike which began on May 27, 1920 and lasted for thirty-one weeks. A copy of the agreement appears in the appendix of this report.

The following points with regard to it may be noted:

1. The closed union shop, as defined in this report, is established, but the employer's right to discharge is left intact. Moreover, in practice, the employer engages non-union workers, who, however, must join the union, which on its part raises no obstacle against admission to membership.

2. The forty-four hour week was conceded by the employers, largely because of its establishment in the men's clothing industry.

3. Other important provisions are:
   (a) Concessions to the union in wages, hours and conditions,
   (b) No collective bargaining above the minimum scale,
   (c) Equal division of work in slack periods,
   (d) Regulation of overtime,

(e) Prohibition of strikes and lockouts, disputes being subject to adjustment under the agreement,

(f) Machinery for adjustment on lines common in the clothing industries.

Experience Generally Satisfactory

The manager of the Associated Fur Manufacturers states that in general the collective agreement has been reasonably satisfactory and has secured for employers a greater degree of stability in general labor conditions, though it is not contended that relations under the agreement have been free from difficulties. These have been concerned chiefly with the radical nature of strong elements in the union, the extreme shortage of skilled labor up to April, 1920, the decrease in the workers' per capita output and the continued prevalence of shop stoppages. The ultimate breach of the agreement by the union is dealt with later.

Working of Adjustment Machinery

It has been the practice for the agents of the organizations to hold informal court on various cases at least one evening a week, and the decisions on these cases must be lived up to within 48 hours, although appeal may be taken from this court to the Conference Committee. Several thousand complaints were received in the course of a year. Of these less than 10% fail of settlement by the representatives of the Association and the Union. Such as are unsettled go to the Committee on Immediate Action and from there on appeal to the Conference Committee. It is reported however that in eight years it is doubtful if as many as a dozen cases have gone before the latter body.

There are indications that a very large proportion of the disputes are due not so much to any defect in the agreement as to purely local conditions, such as the personality or efficiency of the employer or his workers.

The following table covering the ten months March–December, 1917 and the year 1919, shows how the disputes dealt with by the agreement machinery were split up among employers.

Group	No. of complaints filed in groups	No. of employers in each group	
		1917	1919
1.	none	22	[a]
2.	From 1–10	113	161
3.	" 11–20	44	25
4.	" 21–30	10	4
5.	" 30 upwards	6	1

[a] No figures available.

It will be seen that out of 195 employers in 1917, 60 had over 10 complaints, and 16 over 20 complaints. The greatest number of complaints against a single employer was 68. These figures indicate the disturbed conditions that confront the adjustment machinery in some factories, even though in the

majority of factories the number of complaints is not abnormally high. Unfortunately figures are not available for the whole life of the collective agreement. The figures for 1919 show a reduction of the number of shops with a high rate of complaints, especially remarkable when one bears in mind that the 1917 period is for 10 months only, and that 1919 was a period of high labor demand. According to an employers' representative the figures reflect the fact that employers were becoming accustomed to conditions under the agreement.

Nature of Complaints

The available figures showing the actual number of disputes and their classification by subject matter are more complete.

Nature or cause of complaint	Number of complaints 1915	1916	1917 10 m.	1918	1919 11 m.	1920 5 m.
Discrimination, including discharges	16	32	49		167	
Union dues	140	613	515		482	
Wages, including rate adjustments, pay, holiday pay, mistakes in payroll, etc.	195	448	992		408	
Overtime out of season, etc.	13	203	101		59	
Miscellaneous, including inside contracting, home work, equal division of work, "learners" (apprenticeship), reference cards, time contracts	21	39	119		104	
	385	1335	1776	1724[a]	1220	567[a]

a No detailed figures available.

The disputes relating to discharges arise through the operation of clause 30 of the agreement, providing for equitable division of work during June, November and December for employees of from seven to eight weeks standing, and occur about those months. Minimum wage disputes occur most frequently at the beginning of every season, when wages are low and workers offer their services for wages below the minimum and later claim the accumulated difference on the ground of ignorance of their rights. Disputes under the heading "Union dues" involve the employer because non-payment of dues leads to suspension from the union, which in turn entails discharge under the closed union shop of the agreement.

Strikes

During the whole period covered, 1912 to 1920, there have been a large number of shop strikes but only one general strike. Shop strikes are unauthorized and the union usually cooperates with the association in calling them off. Technically speaking, they are not considered breaches of the agreement. Only one case, occurring shortly before the general strike of 1920, is reported, in which the union did not fulfil its obligation under the agreement in this respect. An example of how a shop strike may occur is the case of a shop in which the em-

ployer checked up the number of coats turned out per day by one of the crafts. The workers, declaring that this was slavery and that they were not going to be driven, walked out.

Wages

The year 1919 was one of great activity in the industry. Employers did not hesitate to bid against each other for labor, thus, of course, greatly accelerating the upward course of wages. Some phenomenal wages were paid—a case is reported of a cutter receiving as much as $150 per week. The Conference Committee endeavored to meet the situation by resolving that no member should employ additional help during the month of July, and that the increase in wages should not exceed 40%; but by the time this arrangement was promulgated the wage market had gone above that figure.

General Strike of 1920

This strike began on May 27th, lasted for thirty-one weeks, and was accompanied by unusual bitterness on both sides. It is of interest in several ways. First, it constituted a definite breach of agreement; secondly, it illustrated the elusive nature of the facts in collective bargaining as practised in the clothing industry. Ostensibly the union case was that the industry should bear the burden of the unemployment which was then imminent, and that hours should be temporarily reduced to forty per week. Actually the situation was that the union desired to circumvent any reduction in wages which the slack labor market might bring about. On the other hand, the employers professed to see in the union demands a move to secure a permanent 40-hour week.

On both sides it seems to have been anticipated that the strike would not last for more than six weeks, by which time a reviving market would, it was hoped, make for a settlement. Unfortunately the market not only continued to fall, but absolutely collapsed and the economic position changed so violently as to shake the industry to its foundations. The strike dragged on, accompanied by more and more bitterness, culminating in injunction proceedings as the situation on both sides become more acute. Communication between the parties was maintained informally, however, through the impartial chairman, and finally, with signs of a business recovery at the end of 1920, the union abandoned its claims and relations were restored on the basis of the 1919–1921 agreement.

VIII

AGREEMENTS OF THE UNITED CLOTH HAT AND CAP MAKERS OF AMERICA

The Union

This union came into existence in 1901 as an amalgamation of local unions in New York, Chicago, Philadelphia, Boston, Detroit, Baltimore and San Francisco.[1] From the beginning it has been strongly radical in tendency and in close sympathy with socialist ideals. Affiliation with the American Federation of Labor took place in June, 1902. According to the official organ of the Cloth Hat and Cap Makers, they entered the Federation—"not for love of it (the A. F. of L.) but because compelled to on account of its success in forming rival organizations throughout the country and driving out from the market our label."[2]

The cloth hat and cap and the millinery industries have many of the characteristics noted with regard to the other clothing industries, such as seasonality, the large number of small establishments, the absence of standardized products, and the temperamental qualities of the labor force. The workers are recruited almost entirely from immigrant material, Jews, Slovenians, Poles and Italians predominating. The majority are women.

Jurisdiction

The union claims jurisdiction over "any cloth hat and cap maker or straw hat and millinery worker, male or female, above sixteen years of age, knowing the trade, with the exception of any foreman or forelady or any other person having the power to hire and discharge." The claim to the straw hat makers and millinery workers is the subject of a controversy with the United Hatters of North America, discussed in connection with that union, (see p. 112).

Membership

The membership of the Cloth Hat and Cap Makers in 1920 had reached 15,000; there were forty-six locals in twenty-five towns, and it was claimed that the cloth hat and cap branch of the industry was 100% unionized.[3]

[1]Cap Cutters' Local No. 2, New York, has had a continuous existence since 1880.
[2]*Capmakers' Journal.* January, 1906.
[3]Budish, J. M. and Soule, G. "The New Unionism," 1920, p. 80.

In the entire field which this union covers, one of its officers estimates that the workers are from 80 to 90% unionized. This latter estimate is not borne out by the 1914 census figures, according to which the average number of wage-earners in the industries concerned is as follows: workers on hats and caps, other than straw, and felt, approximately 7,300; on millinery, 16,600; total 23,900.[1] This total, moreover, does not include straw hat makers, over some of whom this union claims jurisdiction, nor the workers in very small shops. The union estimate, on the other hand, probably does not take into account all the workers above enumerated, certain classes of them being excluded as not practically organizable.

Organization

The internal organization of the Cloth Hat and Cap Makers follows the usual lines. The millinery and ladies' straw hat workers are in general organized into locals separate from the cloth hat and cap workers. In New York the millinery locals are grouped under a Joint Board consisting of three representatives from each of the affiliated locals. This Board has authority to call, conduct, and settle shop strikes and lockouts. General strikes, however, require the approval of two-thirds of the members, as well as of the General Executive Board of the national union. The Cloth Hat and Cap Makers in New York are similarly grouped under a "Joint Council." Elsewhere than New York, locals operate under the supervision of the General Executive Board.

In every shop a chairman, or chairman and committee, elected by the union members, is charged with the duty of seeing that union rules are strictly carried out.

The crafts covered by the Cloth Hat and Cap Makers belong to the needle trades. This is one of the obstacles to the amalgamation of this union with the United Hatters, which union is emphatic in declaring that the hatter's craft is not a needle trade.

Policy of Union

The approach of this union to the employment relation is indicated by the preamble to its constitution, which, after stating that the world is divided into the capitalistic and the working classes, declares that the concentration of wealth in the hands of the capitalistic class is the cause of the oppression of the working man, and that only by organization can the latter secure his right to enjoy the wealth created by his labor. The purpose of the union, resting upon these beliefs, is declared to be the establishment of the "co-operative commonwealth."[2]

[1]United States. Census of Manufactures, Abstract. 1914, p. 57.
[2]United Cloth Hat and Cap Makers. Constitution, 1917, p. 3.

The constitution formulates a policy with regard to wages, hours, and conditions of work. In the case of wages, the aim of the union is to secure the substitution of time rates (week work) for piece rates. With regard to hours, it is to secure a gradual reduction to the eight-hour day, (the work week is now 44 hours). As to working conditions, the union seeks to secure uniformity throughout the industry.

The union constitution also lays down certain rules, which the employer accepts when he enters into relations with the union. These fix minimum wages and maximum hours, forbid night work, limit overtime, restrict the admission of apprentices, and specify conditions governing the use of the union label.

Agreements

In 1920 the Cloth Hat and Cap Makers had written agreements with seventeen manufacturers' associations in various cities. In addition to these the union had agreements, written or verbal, with a considerable number of individual employers. Of the agreements with associations, two examples are here discussed—the agreement in the millinery trade of New York City, and that in the cloth hat and cap trade of Chicago.

New York—Millinery Agreement of 1915

The first agreement with an employers' association in the New York millinery industry was signed on December 28, 1915. It covered fifty establishments. The parties to it were the Ladies' Hat Manufacturers' Protective Association, the national union, and the Joint Board of the locals concerned. The agreement was concluded following a strike, called for the purpose of "improving conditions" and bringing the millinery workers into the union. The strike was not extensive and the employers and union came to terms, apparently with no great difficulty.

The agreement declared that there was a common desire for better working conditions and equalized standards, and that the necessity for organization on both sides was recognized. Its principle provisions were as follows:

The closed union shop was established in four crafts. All workers were to be hired through an employment bureau jointly maintained by union and association.

Employers were not allowed to discharge workers without sufficient cause. Section and team work were prohibited. Equal distribution of work during the slack season was provided for.

Strikes and lockouts were prohibited, all controversies being subject to immediate joint investigation and adjustment by

the respective managers of the union and the association. On failure of these officers to adjust the dispute it would go immediately to the Committee on Adjustment, consisting of two representatives of each party and an umpire.

Either party had the right to call upon the other to appoint a committee to confer on matters of mutual concern.

Wages were raised, and a minimum wage scale provided, with machinery for its revision, as well as for fixing piece rates in the shop. The agreement also marked the first step towards the union's object of substituting time work for piece work by making provision for wage adjustment where the employer desired the change.

Hours were reduced from 54 to 50.

Development 1915–1917

With this agreement in hand, the union began to settle terms with individual manufacturers, and proceeded upon an aggressive and successful organization campaign. In June, 1916, the union status was extended to three additional crafts by the impartial chairman acting under the agreement.

The Board of Adjustment worked successfully and, it was claimed, reduced the number of shop stoppages. This success according to union reports was due to the personality of the members of the Board. Complaints were, however, made against delays in adjusting disputes, most of which were not settled within the 48 hours prescribed.

The following figures, taken from union sources, show the nature and extent of disturbances and adjustments during the six months ending April, 1917:

No. of shops concerned	50		
No. of strikes	48		
No. of lockouts	8		
No. of piece rate settlements	172		
Complaints attended to	693		
Complaints of unjustified discharges	110		
Reinstatements	83		
Back pay claims	24	involving	$300
" " " collected	18	"	$260
Equal division of work cases	44		
Discrimination cases	20		
Claims of unpaid wages	59	"	$370
" " " " collected	40	"	$265
Other cases of violation of agreement	33		

The shortage of labor enabled the union to obtain wage increases of about 12%. The basic hourly rate which was used in computing piece rates was also raised in November, 1916, by 10%.

About this time the question of apprentices became important. The usual source of additional labor supply in New York was immigration, which had practically disappeared owing to the

war, and employers therefore sought greater freedom in engaging apprentices than the union was prepared to agree to.

Renewal of 1917

The agreement of 1915 was renewed along the same lines on December 26, 1917, after protracted negotiation. The closed union shop was continued as before, except that the onus of providing union help was assumed by the union in place of the joint employment bureau, which ceased to exist. The union secured recognition of additional crafts and a new local.

Restrictions were placed on the employer's right to discharge certain workers and his right to employ "all round" men.

Wages were increased, including the basis of piece-rate work, by from 15% to 20%. Time rates were substituted for piece rates in certain operations, and made optional in others.

Hours of work were reduced from 54 to 50. Overtime was limited. Holidays with pay were introduced.

Strikes, 1917–1919

The union continued to strengthen its organization during this period, and to press for the increase of wages, the reduction of hours to 44 per week and the substitution of time for piece rates. Seven strikes with one or other of these objects in view were undertaken by the locals concerned in the agreement, of which three, it was admitted, were lost.[1]

Shortly before the expiration of the agreement the union called a strike, principally for the purpose of organizing certain branches of the millinery trade. It lasted fifteen weeks and failed in its chief objective, after having caused considerable loss of business to New York. It terminated with the agreement now current.

Renewal of Agreement, 1919

The renewed agreement was dated December 13, 1919 and is now current.

It maintains the closed union shop. Non-union help may be hired when the union is unable to supply workers promptly, but such workers must join the union within 48 hours or be discharged as soon as the rush season slackens. All help is to be hired through the joint employment bureau, now re-established.

The machinery for the adjustment of disputes is further elaborated, with the object of speeding up the settlement of cases.

Wage increases in week-work and piece-work range from 10% to 20%.

[1]The number of strikes for the whole union during this period was 55, involving 2274 members. In 1915–1917 the number had been 83 and in 1913–1915, 112. The union claims that this decrease has been due to the organization of employers' associations and the establishment of collective bargaining with them.

Hours of work are reduced to 44 per week. Restrictions on overtime are slightly relaxed. The union policy to change piece-work to week-work is developed further.

The union agrees not to oppose the introduction of machinery. It also agrees to impose the terms of the agreement on all other employers of Greater New York with whom it has relations.

During 1919 the union laid down further rules governing the number, wages and term of service of apprentices.

Wage Adjustment

In November, 1920 a conference was held regarding wage reductions proposed by the manufacturers and the question of piece-rate adjustment. The procedure for settling the latter was causing trouble, owing to the fact that the experts to whom disputes first passed for settlement had no definite rules or principles to guide them. A piece-rate dispute might in practice go from one set of experts to another, and finally the Committee on Adjustment itself, when called upon to decide, would refer the matter to yet another group of experts. The conference agreed upon the following rules to supplement the agreement:

> 1. Joint permanent committees of experts to settle disputed piece rates were to be appointed, one set of experts only to serve in such dispute. The Board of Experts thus created was to arrange ways and means with the chairman of the Board of Adjustment.
>
> 2. On failure of the experts the officers of the respective organizations were to arrange a settlement.

The union reports that the machinery of adjustment has since continued to run smoothly.

Chicago—Cloth Hat and Cap Agreement of 1920

The present agreement in the Chicago cloth hat and cap industry covers the period from August 1st, 1920, to July 31st, 1921, and was entered into with the Chicago Cloth Headwear Manufacturers' Association

The more important provisions of this agreement are as follows:

The preferential union shop is established. If, after a "reasonable time" the employer cannot secure union help, he may employ non-unionists. It is not specified that such workers must become members of the union. It is, however, provided that within two weeks they "shall come under all the terms of this agreement and shall be subject to the working conditions in the shops in which they are employed."

The agreement allows the employer the right to discharge for cause only, and makes it a prerequisite that the sufficiency of the cause be determined through investigation by represen-

tatives of the association and union. On the employee is placed the obligation of giving one week's notice if he desires to leave; should such an employee be indispensable to the employer he is not allowed to leave until the union has been able to replace him.

In addition to the usual prohibition of stoppages, the person responsible for a strike or lockout is deprived by this agreement of his rights under it if the strike or lockout does not cease within four hours after it was ordered.

The administration of the agreement is vested in a Board of Arbitration and an Adjustment Board. A distinction is made between the functions of arbitration and adjustment. The Arbitration Board has final jurisdiction over all matters arising from the agreement. It is chiefly concerned with questions of principle and the application of the agreement to new questions as they arise. It is composed of five members, two chosen by each party, with a chairman chosen by both parties together. The Adjustment Board deals with all complaints; it has original jurisdiction over all matters arising from the agreement or relating to it and formulates rules to govern its activities. It consists of four members, two chosen by each party. Complaints are dealt with in the manner common to most of the needle trade agreements—first by officials of the union and association, then, if not settled through them, by the Board of Adjustment, and in case of disagreement there, by the Board of Arbitration.

No wage scale is contained in the agreement, except that relating to apprentices. Wages are fixed from time to time under the provision that during the life of the agreement any demand for the adjustment of wages will be a "proper subject for negotiation."

The 44-hour week is established. Overtime rate is fixed at time and one-half.

Apprentices are to be allowed only as they can be absorbed by the trade, a fact which is to be determined by conference. During the first month of their employment they are under the unrestricted jurisdiction of the employer; after that they must become members of the union.

There are, finally, various restrictive provisions which generally reflect union control of the shop.

Working of Agreement

According to available information the Chicago agreement appears to have operated more satisfactorily than the New York agreements discussed above. Trade conditions in Chicago, moreover, have been steadier than in New York, a fact which the employers of New York have used as an argument in favor of the less onerous union conditions of Chicago. Between 1917

and 1919 the union reported three strikes only, involving 255 union members. One difficulty occurred in which the question of under-production was raised by the employer. A strike was called when he refused a wage increase on the ground that the workers were not giving a sufficient production. The case went to arbitration and the increase was granted, but the arbitrator urged upon the workmen that, inasmuch as the productive capacity of the factory depended upon them, they should see that production be advanced to a point where it reached the average production of other shops.

No great difficulty seems to have attended the negotiation of the agreement of 1919–20. The agreement of 1920–21, described above, was, however, preceded by a three days' strike, involving 4,000 workers, in which the union's object was to eliminate piece work from the trade in Chicago. This object was not achieved, but an investigation of standards of production was agreed upon. The arbitrator to whom the matter was referred rendered a decision on January 21, 1921, with respect to operators only and to spring hats only, which decision has been put into effect. No standards have been set for winter hats or caps, or for other branches of the trade to date (June, 1921).

IX

AGREEMENTS OF THE UNITED HATTERS OF NORTH AMERICA

The Union

This union came into existence as an amalgamation of the National Hat Makers' Association of the United States with the International Trade Association of Hat Finishers of America in 1896. It affiliated with the American Federation of Labor in the same year. The Hat Finishers' Association was formed in 1856 and the Hat Makers' Association is known to have been in existence in 1883. The United Hatters ranks among the older labor organizations of the country. It may be described as conservative in outlook and exclusive in organization. Its constitution contains no reference to aims, socialistic or otherwise.

Jurisdiction

The union claims jurisdiction over all workers in union factories (excepting those engaged in transporting hats, etc.) and including various operations under the following main divisions: finishing, making, trimming, wool hat finishing, Panama hats, men's straw hats, ladies' straw hats, and ladies' cloth hats. In most cases this jurisdiction includes foremen and foreladies, and in some cases the "passers." There is also provision placing certain work on ladies' hats in the hands of women.

The jurisdictional claims of this union are at present the subject of a dispute with the United Cloth Hat and Cap Workers of North America (q.v.) relating to the millinery workers, among whom the latter union has conducted vigorous organizing campaigns during the past six years. The dispute was submitted to the American Federation of Labor. Its decision was favorable to the United Hatters, and as it has not been complied with by the Cloth Hat and Cap Makers, that union is now under suspension.

Amalgamation of these unions has often been suggested, both by the American Federation of Labor and the Cloth Hat and Cap Makers, but has not been acceptable to the United Hatters. The United Hatters have recently applied to the American Federation of Labor for complete jurisdiction in the hat-making industry.

Organization

The union is organized in locals, with shop committees and shop stewards. Joint Committees may be appointed by members who may find themselves obliged to work under unhealthy, intolerable or insanitary conditions, in order to take up such matters with the employer, and in his default, to bring them before the public health authorities through the Central Labor Union.

Membership

In 1914 the average number of wage earners in the fur felt, wool felt, and straw hat industries was 32,050.[1] Of these, males predominate in the fur felt industry (72%) and females in the straw hat industry (59.7%). In the same year the United Hatters had a membership of 9,000,[2] a proportion of 28% of the wage earners. It is probable, however, that the larger part of the union membership is confined to the fur and wool felt hat branches of the industry. These represented 22,567 of the total wage earners. According to latest sources the union membership now amounts to 10,500,[3] The members of the union are largely American born and English speaking. The chief centers of the industry are in Pennsylvania, Connecticut, New Jersey and New York.

The United Hatters is perhaps best known for its activity in the practice of the boycott until the decision of the famous Danbury Hatters' case.[4]

The purport of this decision was:

> 1. That the members of a trade union are, on the principle of the law of agency, personally responsible for the acts of its officers and agents; 2. That the extension of a boycott by a labor union beyond the borders of a state is a conspiracy in restraint of trade, and therefore an illegal act under the Sherman Anti-Trust Act.

The case is of interest here only because the boycott is one of the weapons by which unions seek to impose an agreement upon an employer who is unwilling to come to terms.

Agreements

Most factories in which union conditions prevail have been operating under those conditions for many years without any formal agreement. In newly unionized shops, however, the

[1]U. S. Census of Manufactures. 1914, Abstract, p. 77.

[2]Barnett, G. E. "Growth of Labor Organizations in the United States, 1897-1914." *Quarterly Journal of Economics*, August, 1916, p. 841.

[3]A. F. of L. Proceedings, 40th Annual Convention, 1920, p. 37.

[4]Loewe vs. Lawlor, Suit filed in 1903; final decision in 1915. See Laidler, H. W. "Boycotts and the Labor Struggle." 1913, p. 151. Wolman, L., "The Boycott in American Trade Unions." 1916, p. 131.

union now, as a rule, enters into a formal agreement with the employer, its provisions being as follows:

1. Closed union shop.
2. Wages fixed according to a signed bill of prices (piece rates.)
3. Employer to be free to change his methods of manufacture; in that case, however, a new bill of prices to be made out.
4. Agreement to run a specified period, with provision for renewal.

This agreement is signed by the national body and the manufacturer and perhaps by the local officers. It is renewed annually by the presentation of a new bill of prices to the manufacturer for signature.

In 1919 the union reported having secured about one hundred agreements, ten of them through arbitration.[1]

Method of Fixing Wages

The bill of prices above mentioned is drawn up annually by the workers in each shop. After approval by the executive board of the local union, the bill is presented to the manufacturer, and, when agreed to by the latter, is signed by him, by the shop committee, and by the local executive board.

Prior to 1919 wages were settled locally. In that year, however, the United Hatters established a national minimum piece rate scale, to which local bills of prices are subject. This scale is laid down for the whole industry by districts. Beside minimum piece rates, it prescribes also a minimum weekly rate of earnings, based on what a man can and ought to do, according to the union, if he works full time.[2]

A copy of this national scale is placed in the hands of manufacturers and locals. It is the duty of the local executive board, before approving a bill of prices, to see that it accords with the national scale.

Through the use of this scale the national union has strengthened its control over local unions and shop committees and indirectly over the industry. The date fixed by the union for its renewal of the national scale—June 1, in the case of fur-felt hats—is at that point in the season when the union is most advantageously placed with respect to its bargaining power, that is to say just before manufacture, but after the manufacturer has sold his prospective product.

[1]A. F. of L. Proceedings, 39th Annual Convention, 1919, p. 50.

[2]The weekly minimum for weekly help is lower than that for others, for the reason that there is an element of permanency of employment about the former, absent from purely piece-work employment. Foremen, for example, would be classed as weekly help. See appendix.

Relation to Employers

Recognition of the United Hatters implies the acceptance by the employer not only of the obligations laid down in his agreement and in the bill of prices, but also of numerous provisions contained in the union constitution and by-laws, and of various unwritten union conditions and customs. The observance of this code involves a considerable restriction of the employer's methods, as will be made more apparent when the constitutional rules are examined in detail below. It should be noted further that this code may be varied by the Board of Directors of the national union, who are empowered by the union constitution to make rules for the trade.

It has been the constant object of manufacturers to secure changes in union rules which would make them less onerous. Conferences have been held from time to time for this purpose, but without result.

It has not been possible in the present investigation to examine closely the customs and unwritten laws of the hat trade. Union constitutional provisions have, however, been available. Those affecting employers most directly are set forth on the following sections:

Closed Union Shop

No factory is "fair" unless the average wage paid to union members is $55 per week. No person is "fair" who works in a non-union shop without the consent of the Local. Any worker who has superintended or instructed convicts is regarded as "foul," and no member may work with such a person without the authority of the Board of Directors of the national union.

An application by an employer having a "foul" shop to have it made "fair" may be "tried and determined" by the Local but must be referred to the Board of Directors.

No member who has committed a "foul" act (*e.g.*, worked in a non-union shop without permission) but who has been reinstated, may act as foreman or superintendent in any union shop. No member may work in a non-union shop in any other industry.

Employment

All employment must be obtained through union agencies, and any member seeking to obtain employment through "secret or undue influence" with any employer or superintendent, and any foreman engaging any person on the recommendation of any employer or superintendent, or in any manner other than that laid down by the union by-laws, is liable to a fine.

No union secretary, national or local, may supply any manufacturer with help from another district without first ascertaining if such procedure is necessary

All union hat manufacturers are "required to employ as many members in dull times as in the busy season." This does not apply to weekly help. The penalty for not living up to this law is loss of the union label.

Disputes and Their Settlement

No local or shop may order a strike without the consent of the Executive Board of the national union.

Disagreements between an employer and his employees which they cannot settle must be submitted to the arbitration of an equal number of manufacturers and journeymen. Should such a board disagree, the manufacturers on the board must choose an outside party, the journeymen another, and these must in turn select a third. The decision of the three arbitrators thus chosen is final.

Pending final decision, no stoppage of work is allowed. A dispute must be settled within a period of ten days. During a dispute about wage rates, involving either a proposed reduction or increase, members must remain at work at the old prices until the dispute is settled.

No employer is eligible to sit on an arbitration committee to deal with a dispute who receives work from or gives out work to the employer concerned in the dispute in question, and no member working in the shop concerned in the dispute is eligible to serve on such a committee.

Members violating the provisions for arbitration are liable to a fine. Parties violating the same are to be denied the benefit of these provisions, which also do not apply to any manufacturer who does not live up to them.

Wages

The union constitution prescribes the method of fixing wages, outlined above, as well as general provisions bearing on the same subject.

The shop or local has no power to annul any agreement in relation to wage rates during its currency, so long as the firm concerned lives up to it.

Members are forbidden to work at time rate on any work which is such that a piece rate can be set upon it, and in no case on certain specified operations except when carrying out tests. For such members as do work by the week, a minimum wage is specified in the bill of prices.

In settling the bill of prices, where a number of shops is operated by the same manufacturer, or where a manufacturer

purchases hats outside his shop, a wage-rate conference between the districts in which such shops are located is required.

Foremen interfering with shop crews in the fixing of piece rates, or with any of the "free rights of members" are liable to a fine of $100 and expulsion from the union.

Hours

The forty-four hour week is the fixed maximum, unless extended by officers of the Local, but this rule does not apply to foremen, nor to the packing department.

Overtime minimum rates are fixed for 1920–21 on the basis of an addition to piece rates of one half of the hourly rate based on the minimum weekly earning.

Apprentices

One apprentice is allowed for every ten men in the shop; apprentices are to be distributed among departments in due proportion; this number may be curtailed by the local where there is a large surplus of men. They must speak and have a fair working knowledge of the English language. They must serve a term of three years in a closed union shop.

Wage rates for apprentices are regulated by the Local so as to safeguard journeymen's rates, as also are movements from one district to another. An apprentice going from a closed to an open shop is penalized on his return to union conditions. An employer unjustifiably discharging an apprentice is penalized. Apprentices refusing when ordered by the Local, to leave a shop which has become non-union are liable to such penalty as the Local may inflict.

Label Laws

The use of the label is limited to hats made entirely in union shops, to union shops, and to shops where at least one union member is in good standing. Penalties against the manufacturer for infringements of label laws are provided, *e.g.*, loss of use of label for thirty days for the first offence.

Manufacturers of rough hats must give preference to union finishing shops, and may not sell union-made bodies to non-union finishing shops until union manufacturers are fully supplied, and in any case only with the consent of the executive board of the national union. Manufacturers using the label are to be deprived thereof if they handle hats other than label hats of the United Hatters. In regard to this provision, however, the national officers have discretionary powers.

The use of the label is denied to factories where the national scale of wages is not paid.

Miscellaneous

A foreman or his assistant found guilty of defrauding members employed under him by misuse of the bill of prices is debarred from acting as a foreman.

Members of the union are not to be held responsible for certain imperfections in the goods or materials upon which they work. Certain processes may not be carried out in any other than the prescribed manner.

All members are under obligation to assist and instruct fellow members, and to teach them any branch of the trade in which there is a scarcity of help.

A foreman may, by permission of the local, do certain of the work of a member.

Agreements with Groups of Employers

In 1907 an attempt was made to set up a national system of bargaining, but the arrangement did not survive the next season.

In May, 1910, a "solemn agreement" between the union and the Danbury manufacturers was concluded, to remain in force until June, 1920, which provided that differences should be arbitrated and that pending such settlements no strike or lockout was to take place, but work was to proceed "without stoppage or embarrassment." In May, 1917, however, a difference occurred over the question of rates. The main point at issue was the contention of the union that the bill of prices should be based on the price at which the hats were sold, irrespective of the question of grade, while the manufacturers maintained that this was unreasonable, that the workmen should be paid the specified schedule for the same standard grades as heretofore, and that the proposal was equivalent to forcing the employer to adopt a profit-sharing plan. A strike resulted, which involved about twenty-five factories in Danbury, Orange and Newark, and lasted for some four months. Owing to the pressure of war conditions, however, the issue was not fought to a finish, some establishments accepting union conditions, others maintaining the open shop. It is stated that Danbury has never recovered the position as a center of the industry lost through this strike.

Experience Under Agreements

Differing accounts of experience under agreements are given by union officials and employers, which serve to bring out the sharp division which exists between the interests of the two parties. The union appears to have found conditions under agreements satisfactory. The individual employer who oper-

ates his own factory, as in Connecticut, has been found easier to deal with than the executive of a large stock-owned company, the explanation offered being that the latter official is often limited in authority and has other interests to consider, and hence is not able to make ready decisions. According to union sources of information, arbitration has been used extensively and with generally successful results, though it has been found very difficult, at times, to persuade union members to live up to awards which have not been regarded as favorable.

Mention is made of frequent difficulties in wage negotiation because of the peculiarities of the shrinking operation on hats, which produces variations in output not within the control of either the worker or the manufacturer.

Instability of Wage Rates

In contrast to the rather favorable account given by union officials, employers report dissatisfaction with many features of their experience under agreements, even when they are, in general, fairly cordial toward the union. A manufacturer of long standing who employs about 1,000 workers and who has always conducted a closed union shop stated that while the union had generally stood by its agreements, in 1919 it had demanded wage increases before the expiration of the current bill of prices. This amounted to a breach of agreement which the union attempted to justify on the ground of the high cost of living. One of the chief advantages of dealing with the union, namely, stable wage rates, was thus, according to this employer, nullified. He found also that while the employee representatives on union shop committees had been generally satisfactory in the spirit of co-operation shown, the local officers of the union had been generally difficult to deal with when first appointed, though as they gained in experience they usually became more reasonable. The tendency during his relations with the union has been to practically eliminate any sort of bargaining between the employer and his own men.

A Danbury manufacturer managing his own establishment, which has always been a closed union shop, states that he has found union conditions satisfactory at times, and unsatisfactory at others. He points out that on two occasions in one year his men raised piece rates during the currency of a bill of prices. In his experience the union has not always been able to insure either ratification or observance by its members of terms agreed upon.

Dictation by Union

A New York manufacturer who has been working under union conditions for over forty years states that the national minimum piece rate is, in times of brisk business, dictated by

the union rather than negotiated, and there is practically no negotiation with regard to the shop bill. The workers enforce their demands, he states, not necessarily by striking or even by threatening a strike, but by slowing up production, with practically the same result. On a demanded increase being granted, in an instance quoted, production immediately leaped ahead, showing that the underproduction was deliberate.

During recent years this establishment has had very unsatisfactory experience with the union. On several occasions increased wages have been demanded during the currency of a wage scale, usually at a time when the employer's production obligations placed him at a disadvantage in bargaining. The reason for such demands by the union has usually been that certain work is "too hard," meaning that it is hard for workers to earn the minimum rate set by the national schedule. The tendency during this employer's experience has been for wages to increase, and there has been also a pronounced tendency to curtail production.

With regard to arbitration, this employer has found that while the employees are in a strong bargaining position they prefer to rely on their strength rather than upon arbitration to secure their demands. He adds that arbitration is unacceptable to both sides when the market is strong, because of the delay involved.

This manufacturer does not believe that the union agreement has led to greater stability of wages and standardization throughout the industry, so as to put competing manufacturers on equal terms with regard to wage rates. On the contrary, complaints are made that the union has discriminated between factories, both as to the observance of union conditions and the exclusive employment of union labor, allowing laxity in one factory and insisting on most rigid observance in others.

Limitation of Production

Complaints are also made that the union has an unwritten law limiting production, known as the "stint law," which requires a workman to slow down in speed and to depreciate in quality of work to the level of the slowest and least skillful workman in the same line in the shop. This difficulty was reported by employers under union shop conditions even where the union was otherwise not unfavorably regarded.

X

AGREEMENTS OF MINOR UNIONS

Hat Workers

The Unions

In addition to the two national unions already discussed, there were in 1920 three local unions in the headgear industry, not belonging to any national body, but directly affiliated with the American Federation of Labor. These were located in New York, Newark and Boston. The American Federation of Labor in December, 1920, gave the total membership of these locals as 657.

The New York organization is the United Felt, Panama and Straw Hat Trimmers and Operators, A. F. of L. local No. 14569. Its field is principally among workers engaged in placing ribbon trimmings and sweat bands on men's felt hats. It has a membership of some 700,[1] representing, according to union sources of information, about 95% of the felt hat trimmers of the city.

Agreements

This union has concluded fifty agreements, providing for the forty-four hour week, and laying down piece rates under which the average girl worker can earn from $5.50 to $6.00 per day.

Agreements are negotiated by committees in each shop, usually with very little delay. On the failure of a committee to negotiate an agreement the union takes up the negotiation. If negotiation fails the matter may be submitted to arbitration, which however has so far been unnecessary. There is no standing machinery for arbitration.

Only one report has been obtained as to the working of these agreements from the employer's point of view. In this case, while alleging underproduction and discrimination between factories in union requirements, the employer stated that this union observes its agreements more faithfully than the United Hatters.

Men's Neckwear Workers

The Unions

There were in 1920 eight or more local unions of workers on men's neckwear, not organized under any national body, and directly affiliated with the A. F. of L. The total membership of the neckwear locals was stated by the A. F. of L. in December, 1920, to be 1,079.

[1]Note that this figure exceeds total given by A. F. of L. for all three headgear locals. Latter figure probably includes only members on whom per capita tax had been paid.

Agreements in New York City

Data have been obtained regarding the agreements of three of these locals, located in New York City. They represent some 2,500 workers, according to local union sources of information.[1] Since 1913, these unions have had agreements with the Men's Neckwear Manufacturers' Association, Inc.

The first of the current agreements is between this association and two locals—the United Neckwear Makers' Union, A. F. of L. local No. 11,016, and the Tackers, Trimmers and Boxers' Union, No. 15,265. It provides for the closed union shop for all employees except slip-stitchers, boxers and trimmers. For those workers the preferential shop is established.

Strikes and lockouts are prohibited, pending reference to the authorities of grievance adjustment. These are similar in the main to those established in the other clothing industries, already considered, there being adjusters for individual grievances, an equipartisan Committee on Immediate Action, and a higher Conference Committee on which both sides are represented. The latter committee has an impartial chairman or umpire, who takes part in the proceedings only when the committee deadlocks, except in certain piece-rate cases, which go direct to him from the Committee on Immediate Action.

It may be noted that there is special provision that in the event of a general strike among the cutters a sympathetic strike by the other workers is not to be regarded as a breach of the agreement.

Wages are on a piece-work basis, with prescribed minimums, rates being fixed by a Price Board of the union after conference with a representative of the manufacturers' association. If the price so fixed is not acceptable to the manufacturer, the matter goes to the Committee on Immediate Action.

The agreement provides for the forty-four hour week, but allows exceptions to this rule during rush seasons (Christmas and Easter).

Other provisions relate to limitation of overtime, holidays, the limitation of the right of discharge, equal division of work, standardization of wage rates, etc.

The agreement of the association with the United Neckwear Cutters' Union, A. F. of L., local No. 6939, is substantially similar to the foregoing in most of its provisions. Wage rates however, are on a weekly basis, with a minimum of $40 per week.

[1]Note discrepancy between this figure and total membership given by A. F. of L., similar to that noted in connection with the hat workers' locals. J. M. Budish and G. Soule state in "The New Unionism," 1920, p. 99, that the total membership of neckwear locals is 3,200.

Experience Under New York Agreements

Both parties express satisfaction with regard to the manner in which these agreements have operated. Their terms are reported to have been well observed.

The employers have endeavored to lessen the effects of seasonality by spreading the work over the slack seasons so far as possible.

While the association has bargained with the unions as to wages, hours, etc., it has refused to do so with regard to methods of manufacture. This fact may point to a rather even balance in bargaining power between the association and union, which may have been a factor in the comparative stability of the agreement.

Suspender Workers

The A. F. of L., in its list of affiliated organizations for 1920, showed five locals of suspender workers, and one of suspender and neckwear workers, all affiliated directly with the Federation. The total membership of these locals was reported by the Secretary of the A. F. of L. in December, 1920, to be 203.[1] In addition to these organizations, there is one local of garter makers affiliated with the Amalgamated Clothing Workers.

The New York suspender workers' local reports no agreements. No data have been obtained from the other locals.

[1] J. M. Budish and G. Soule, in "The New Unionism" 1920, p. 99, state that "perhaps a quarter" of the suspender and garter makers, of whom there were 9,646 (in 1914), are organized.

APPENDICES

The following is the text of selected agreements discussed in the foregoing report. Formal matter and wage scales, not of general interest, have been omitted.

I

Amalgamated Clothing Workers

Agreement with an Establishment in Chicago

PREAMBLE

The parties hereto enter into an agreement for collective bargaining, with the intention of agreeing on wage and working conditions and to provide a method for adjusting all differences that may arise during the term of this agreement.

On the part of the employer, it is the expectation and intention that this agreement will result in the establishment and maintenance of a high order of discipline and efficiency by the willing cooperation of union and workers; that by the exercise of this discipline, all stoppages and interruptions will cease; that good standards of workmanship and conduct will be maintained and a proper quantity, quality and cost of production will be assured; that cooperation and goodwill will be established between the parties thereto.

On the part of the Union, it is the intention and expectation that this agreement will operate in such a way as to maintain and strengthen its organization so that it may be strong enough to cooperate, as contemplated in this agreement, and to command the respect of the employer; that they will have recourse to a tribunal in the creation of which their votes will have equal weight with that of the employer in which all of their grievances, including those concerning wages and working conditions, may be heard and all their claims adjudicated that all changes during the term of this agreement shall be subject to the approval of an impartial tribunal.

ARTICLE I

This agreement is entered into between....., a member of the National Wholesale Tailors Association, and the AMALGAMATED CLOTHING WORKERS OF AMERICA, and is effective from May 21, 1919, to June 30, 1922.

ARTICLE II

Hours of Work

A—The hours of work shall be forty-four per week, to be worked eight hours on week days, with a Saturday half holiday.

B—*Overtime.* For work done in excess of the regular hours per day, overtime shall be paid to piece workers of 50% in addition to their piece work rates; to the week workers, at the rate of time and a half.

Article III

Wages

A—The question of wage increases is to be taken up by the representatives of the parties hereto and in the event the parties cannot agree, the determination of this question shall be left to arbitration. The new schedules are to go into effect as of July 1, 1919, and in the event negotiations have not been concluded at that date, whenever the same are concluded and agreed upon, they shall become effective and relate back to July 1, 1919.

B—If there shall be a general change in wages in the clothing industry which will be sufficiently permanent to warrant the belief that the change is not temporary, in which event, the board of arbitration herein provided for, shall have power to determine whether such change is of so extraordinary a nature as to justify a consideration of the question of making a change in the present agreement, and if so, then the Board shall have power to make such changes in wages as in its judgment shall be proper.

Article IV

Preference

A—It is agreed that the principle of the preferential shop shall prevail, to be applied in the following manner:

Preference shall be applied in hiring and discharge.

Whenever the employer needs additional workers, he shall first make application to the union, specifying the number and kinds of workers needed.

The union shall be given a reasonable time to supply the number of workers required, and if unable, for any reason, to furnish them, the employer shall be at liberty to secure them in the open market as best he can.

In the like manner, the principle of preference shall be applied in the case of discharge.

Should it at any time become necessary to reduce the number of employes, the first ones to be dismissed shall be those who are not members of the union.

B—The provisions for preference made herein, require that the door of the union be kept open for the reception of non-union workers. Initiation fee and dues must be maintained at a reasonable rate and any applicant must be admitted who is not an offender against the union and who is eligible for membership under its rules. Provided, that if any rules be passed that impose unreasonable hardship, or that operate to bar desirable persons, the matter may be brought before the tribunal herein provided for, for such remedy as it may deem advisable.

Article V

Working Conditions

A—The full power to discharge and discipline remains with the employer, but it is understood that the power should be exercised with justice and with regard to the reasonable rights of the employe, and if an employe feels he has

been unjustly discharged, he may appeal to the tribunal provided for, which shall have the power to review the case, and its decision shall be binding on the parties.

B—There shall be no stoppages of work, and if a stoppage shall occur because the person in charge shall have refused to allow the employes to continue work, he shall be ordered to immediately give work to the employes, or in case the employes have stopped work, the respective representatives of the employes shall order the employes to immediately return to work, and in case they fail to do so within one hour after being ordered, the employes concerned shall be considered as having left their positions and shall not be entitled to the benefit of this agreement.

C—During the slack season, if any, the work shall be divided as nearly as is practicable among all employes.

Article VI
Administration

The administration of this agreement is vested in a board of arbitration and a trade board, together with such officials and representatives of the parties hereto as may be found necessary.

A—The board of arbitration shall have full and final jurisdiction over all matters arising under this agreement, and its decision thereupon shall be conclusive. It will concern itself mainly with questions of principle, and the application of this agreement to new questions as they arise, and it shall have the power to review the decisions of the trade board. It shall consist of three members, one of whom shall be chosen by the union, one by the employer and a third shall be the mutual choice of both parties hereto, who shall be the chairman of the board.

It shall be the duty of the board of arbitration to investigate and adjudicate all matters that are brought before it.

B—The trade board is the board for adjusting all complaints and grievances and shall have original jurisdiction over all matters arising under this agreement and the decisions relating thereto and shall consider and dispose of all such matters when brought before it, subject to the rules of practice and procedure to be hereafter established.

The board shall consist of not more than eleven members, all of whom, except the chairman, shall be employes of the company. The company and the union shall be equally represented in numbers and it is understood that these members shall be selected in such a manner as to be representative of the various departments.

The chairman of the board shall represent the mutual interests of both parties; shall assist in the investigation of complaints; shall endeavor to mediate conflicting interests, and in case of disagreement, shall cast the deciding vote on all questions before the board. The chairman of the trade board shall be the mutual choice of both parties hereto.

Article VII
Complaints and Grievances

Any employe feeling himself aggrieved, shall present his complaint in the first instance to the shop chairman, who should take the matter up for adjust-

ment with the shop superintendent. In the event that they are not able to agree, the shop chairman shall report the matter to the representative of the union, who in turn may take the matter up with the employers' labor manager. In the event these two are unable to agree on an adjustment of the matter, the matter shall then be presented to the trade board for its decision.

II

United Garment Workers

Standard Agreement

This Agreement entered into by and between the firm of.....
.....party of the first part, and the UNITED GARMENT WORKERS OF AMERICA, party of the second part,

Witnesseth, That in consideration of the use of the Trade Union Label of the party of the second part, the party of the first part agrees to abide by the rules and conditions governing the party of the second part, as prescribed by their International Constitution, and this agreement.

1. All employees engaged in the manufacture of garments for the party of the first part shall be not less than sixteen years of age, and must be good standing members of the party of the second part. The party of the first part further agrees that during the slack season the work will be so divided that each employee will receive approximately an equal amount of work.

2. All proper sanitary conditions shall be observed in all shops manufacturing goods for the party of the first part, who agree to comply with all the requirements of the State laws relating to workshops.

3. In all working shops and cutting rooms, regular time of employment shall be forty-four (44) hours per week, to end Saturday, 12 o'clock noon. Eight hours per day the first five days and four hours on Saturday.

4. Garments shall be manufactured in shops equipped with mechanical power, owned and operated by party of the first part.

5. The party of the first part further agrees that they will not use any of said labels after notification that the privilege to use same has been withdrawn, or when said party of the first part abrogates this agreement.

6. The said Label shall be in charge of a member designated by the party of the second part, employed in said shop, who shall keep an account of same. The Label shall at all times be considered the property of the party of the second part, and all labels on hand shall be returned to said party immediately upon notification that the privilege to use the same has been withdrawn.

7. The party of the first part agrees to pay for the use of labels that have been sewed in garments in the process of manufacture only, at the rate of $3.00 per thousand labels; (this price to be subject to change upon notice by party of the second part); *payment to be made to the local label secrtary, exclusively by draft made payable to the order of* ————, *General Secretary*, until further notice.

8. The party of the first part shall abide by the union conditions observed in the respective branches of the trade.

9. Should any differences arise between the firm and the employees, and which cannot be settled between them, the said differences shall be submitted to the General Officers of the U. G. W. of A. for adjustment. Should this not prove satisfactory, the subject in dispute shall be submitted to an umpire to be mutually selected for final decision.

10. Party of the first part agrees to abide by the conditions further specified in the supplementary agreement hereto attached. This agreement is not valid unless approved of by the General Executive Board of the United Garment Workers of America.

11. The party of the first part shall forfeit for one year the privilege of said label if proven that said party has aided or abetted in the violation of Article 10 of the Constitution relative to the rules governing the use of the label.

12. The party of the second part agrees to do all in its province as a labor organization to advertise the goods and otherwise benefit the business of the party of the first part.

This agreement to go into effect on the.....day of....., 19 and terminate one year from said date.

III

Journeymen Tailors' Union

Standard Agreement

WITNESSETH:

That the party of the first part agrees to the following conditions and scale of wages:

Women shall be paid the same scale as men, providing they do the same class of work.

1. One helper allowed for every three skilled workmen.

2. All employees, including foreman, engaged in the manufacture of garments in the shops of the party of the first part shall be members in good standing of the Journeymen Tailors' Union of America. When non-union people are employed, however, they shall be required to become members of the Union within ten days after their employment.

HOURS OF WORK

3. Not more than forty-eight (48) hours shall constitute a week's work in in any one week. Overtime to be paid for at the rate of time and one-half on regular working days, and double time for Sundays and holidays, and the Weekly System shall prevail in all departments, coats, pants, vests and busheling.

The hours of labor shall be from 8 a.m. until 12 noon, and from 1 to 5 p.m.

HOLIDAYS OBLIGATORY

4. New Year's Day, Labor Day, Decoration Day, July Fourth, Christmas Day and Thanksgiving Day.

5. The party of the first part agrees that no reduction shall be made in the wages of any person working by the day or week for any of the above holidays.

6. The party of the second part agrees that, when any disagreement arises, as to hours and wages, that there shall be no cessation of work until the matter is investigated, according to the constitution of the Journeymen Tailors' Union of America.

7. The party of the first part agrees that work shall be equally divided, as near as possible, at all times—particularly in the slack months; and that a representative of the Union shall have free access to the shops during working hours; and that no person shall be discharged through scarcity of work during the slack season.

TIME OFF

8. Employees requiring time off shall be required to give one day's notice, if they require one day. If only half day is required, half day's notice must be given. Employees working by the week shall be entitled to half day's pay, if laid off, half day without notice.

9. In consideration of the faithful compliance with the foregoing rules, the party of the second part agrees to furnish the Union Label of the Journeymen Tailors' Union of American to the party of the first part, in such quantities as his business may require; but in no case shall the Union Label be distributed by other than a member of the Union.

It is hereby agreed by the parties to this Agreement that the terms fixed in the foregoing rules go into effect on the.....day of September, 1919 and remain in force until the.....day of September, 1920.

It is further agreed that fifteen days' notice shall be given by either party of any change in this Agreement; and that, if no notice be given, the Agreement stands renewed for one year longer.

NOTE—Coatmakers, Pantsmakers, Vestmakers and Bushelmen are covered under the head "Tailors."

IV

International Fur Workers' Union

Agreement with the Associated Fur Manufacturers' Union, Inc.

Whereas, the Conference Committee has determined that it would be to the best interest of the Fur Industry, for the permanent maintenance of harmonious and peaceful labor conditions in the City of New York, to enter into relationship by the Association with the Union, both parties mutually pledging that they shall cooperate in good faith to strengthen each other.

1. THEREFORE, IT IS AGREED, that the terms of this agreement shall not be so construed as to restrict the employer in the free exercise of his right to employ or discharge any worker or workers in accordance with the necessities of his business. IT IS AGREED, however, that in the employment or discharge of

workers there shall be no discrimination against Union workers, nor against any Union worker because of his peaceful and orderly conduct of Union propaganda outside of working hours, nor against any employee because of his orderly insistence upon strict observance of the terms of this agreement.

2. It is agreed that all workers employed in the various crafts shall be members in good standing in the Union. No worker shall be engaged except upon presentation of a Union card certifying to his good standing in the Union. The Union shall have the right to designate or elect from among the workers in each shop, a shop chairman, whose only right and duty shall be to peacefully collect the dues, provided that the same is not done during working hours.

Hours of Work

3. The regular working hours shall be from 8 a.m. to 12 m., and from 1 p.m. to 5 p.m. on the first five working days in the week, and on Saturdays from 8 a.m. to 12 noon.

4. Firms whose factories are closed on Saturdays may change the Saturday hours to Sundays. Such changes must be registered with the Conference Committee.

Overtime

5. No factory shall operate more than six days a week.

6. No overtime work shall be permitted on Saturdays or Sundays, excepting as provided for in paragraph 9.

7. The period during which overtime work may be permitted shall be between the second Monday of September and the second Monday of March.

8. No firm shall be permitted to work overtime more than thirteen weeks of this specified time.

9. Overtime work shall be not more than two and one-half hours a day, five days in the week, excepting during the period from the second week in September to the second week of December inclusive, when additional overtime will be permitted upon Saturday afternoon not to exceed four hours. No worker shall be permitted to work regular time in one place and overtime in another place. Overtime shall be paid for at the rate of one and one-half. Employers shall file with the Conference Committee a record of overtime immediately upon the cessation of such overtime period.

10. To comply with the provisions of the State Law, the hours of work for women, including overtime, shall be not more than 54 a week, nor more than 10 a day.

Legal Holidays

11. No employee shall be permitted to work on the following legal holidays, and shall receive pay for the same, namely: New Year's Day; Lincoln's Birthday; Washington's Birthday; Decoration Day; Independence Day; Labor Day; Columbus Day; Election Day; Thanksgiving Day and Christmas.

12. Employers whose factories are not working on all of the Jewish holidays are permitted to exchange the legal holidays for the nearest Jewish holidays. Whenever two or more Jewish holidays thus exchanged occur in the same week, the hourly rate of pay for that week shall be as if the week had one legal holiday.

Firms whose factories are closed only on certain holidays shall be permitted to exchange Columbus Day, Election Day and Thanksgiving Day for the two days of the Jewish New Year and the Day of Atonement on even terms.

Such firms who come under the terms above described, shall notify the Conference Committee through the Association not later than September first of each year.

Firms who are not exchanging any legal holidays for Jewish holidays shall have the right to work on Columbus Day, Election Day and Thanksgiving Day, providing they pay for such work at the rate of one and one-half, in addition to the wages.

13. During the week in which a legal holiday occurs, employess working less than a full week shall be paid for the holidays pro rata for the hours worked.

Wages

14. There shall be one minimum price per year for each craft and class of work.

In fixing the following minimum wage scale for the period of this agreement, the Association and the Union stipulate that the respective minima fixed are amounts based on the present conditions of the cost of living, and that the amounts stipulated in excess of the minima of the agreement of March, 1917, are not to be regarded as fixed minimum standards in the trade.

Accordingly, the parties agree that in negotiating the minimum scale on or about the time of the expiration of this agreement, the conditions of the cost of living then prevailing shall be taken into consideration at that time.

The minimum wage scale shall be as follows:

The second class of cutters, operators and nailers shall comprise those working on fur lined coats, fur coats, robes and other articles made from the following skins, namely: Angora, Astrakhan (common), Badger, Bear, Buffalo, Calf, Cats (of all varieties), Coneys, Coon, Cow, Deer, Dog, Fox, (except natural black, natural blue, white, cross and silver), Goat, Hamster, Hare, Horse, Hyena, Jackal, Kangaroo, Llama, Leopard, Lion, Marmot, Mice, Monkey, Muskrat, Mufflon Nutria, Opossum (Australian and American), Panther, Pony, Rabbit, Sheep Susliki, Swan, Thibet, Wallaby, Wolf, Wombat and Zebra.

The second group of cutters shall include squarers. The second group of finishers shall include tapers and stayers on any kind of garments.

No worker shall be employed below the minimum scale herein established, except that in the case of wages to be paid to the feeble, the old and the learner any dispute is to be adjusted through the Conference Committee.

It is also understood that in extraordinary cases that may arise in the enforcement of this paragraph of the agreement, the Conference Committee shall have jurisdiction.

There shall be no collective bargaining over and above the minimum scale.

15. Wages shall be paid every Monday and in cash.

16. No piece work shall be permitted.

Apprenticeship

17. The Conference Committee shall, as soon as possible, investigate the problem of apprenticeship as it exists in this and other industries, and shall, if

possible, establish a system of apprenticeship having for its sole purpose the proper training of capable and efficient artisans and the safeguarding of the interest of the apprentices and of the industry at large.

Adjustment of Disputes

18. The parties to this agreement agree that there shall be no strike or lock-out during the continuance of this agreement for any reason whatsoever, or because of any matter in controversy or dispute between the Association and the Union, or between any member of the Association and the Union, but that all matters in controversy or dispute, if any, shall be immediately referred to the managers of the respective organizations, by the party or parties aggrieveed for immediate joint investigation and adjustment. In the event that the representatives of the parties hereto shall be unable to adjust the controversy or dispute, the same shall be immediately referred to the Conference Committee. The controversy or dispute shall be adjusted within (48) hours, unless the time be extended by mutual consent.

Conference Committee

19. The parties to the agreement hereby establish a Conference Committee, consisting of eleven members, five representing the employers and five representing the Union, and Dr. J. L. Magnes, to act as the Chairman, with the power to vote in case of a tie. Two representatives of the Union and the Manager and Assistant Manager of the Association shall be ex-officio members of the Conference Committee.

20. The Conference Committee shall secure such clerical and other assistance as it may deem necessary, the expense to be defrayed by each party to the agreement in equal amounts.

21. The Conference Committee shall devote its attention chiefly to the solution of problems and disputes affecting the entire industry. For the investigation of problems and disputes affecting the individual workers and employers the Manager and Assistant Manager of the Association, two representatives of the Union, and such assistant of the ConferenceCommittee as may be designated for such service, shall constitute a Committee on Immediate Action. The Committee on Immediate Action shall have the power to work out, subject to the approval of the Conference Committee, methods of procedure to facilitate their work. The Conference Committee may arrange for periodic inspection by a representative of the Association and a representative of the Union of such shops of the Association as are subject of complaint to determine whether all workers are in good standing in the Union.

22. Any employer or the workers shall have the right to appeal from the decision of the Committee on Immediate Action to the Conference Committee; but pending such an appeal, the decision of the Committee on Immediate Action shall be binding upon the employer and the workers.

23. The Conference Committee shall have the power to recommend the disciplining of any member of the Union or a member of the Association for violations of the terms of this agreement, after due trial; and both parties to this agreement agree to enforce such recommendation. The failure by either party to the agreement to enforce a decision of the Conference Committee upon notification in writing by the Chairman of the Conference Committee, may in the

discretion of the Chairman be declared as equivalent to a repudiation of the agreement.

MISCELLANEOUS

24. No inside contracting shall be permitted.

25. No time contract shall be permitted.

This provision and the other provisions of this contract shall not apply to superintendents, designers, foreman and other employees of the administrative and office staff.

26. No employee shall be permitted to work for two firms at the same time.

27. No work shall be given to or taken by employees to be performed at their homes.

28. The same conditions as prevail in the shops of the members of the Association shall be maintained in the shops of contractors working for the members of the Association.

Employers shall file with the Conference Committee through the Association the names and addresses of such contractors as soon as work is given them.

29. In the case of contractors working for members of the Association doing only finishing work after the cutting, operating and nailing has been done in the inside shop, a special form of a Conference Committee certificate shall be introduced. All firms who at the time of the signing of this agreement have been employing such contractors, shall file within thirty days of the ratification of this agreement the names and addresses of such contractors.

The Conference Committee shall arrange through the Committee on Immediate Action, for the inspection of such contracting places doing only finishing work, and shall issue certificates to such contractors.

Periodic inspection of these shops shall be made under the auspices of the Conference Committee, and the Association agrees that no work will be given to contractors on finishing work who have either failed to secure Conference Committee certificates, or whose certificates has been revoked by the Conference Committee.

30. Equitable division of work shall be carried out wherever possible during the months of June, November and December, for those who have worked with the firm not less than between seven and eight consecutive weeks, prior to the period when equal division of work is begun in each establishment.

31. The Union agrees that in any other agreement with employers it will make in Greater New York, the stipulated conditions of work and wages shall in no way be less than the terms of this agreement. It further pledges, to the limit of its ability and financial resources, with due regard to local conditions, to endeavor to obtain these conditions in the entire industry in the country. A certified copy of each agreement made with the employers who are not members of the Association shall be filed with the Conference Committee.

MEMORANDUM OF SUPPLEMENTARY AGREEMENT between the Associated Fur Manufacturers, Inc., and the International Fur Workers' Union of the United States and Canada and its constituent Local 63, fur lined coat finishers.

It is hereby agreed between the Associated Fur Manufacturers, Inc., and the International Fur Workers' Union of the United States and Canada and its

constituent Local 63, fur lined coat finishers, that such workers on fur lined coat finishing as the Association will employ shall be members of Local 63. All terms of the main agreement as applicable to the condition of the workers on fur lined coat finishing shall be regarded as a part of the agreement between the Association and the International Fur Workers' Union of the United States and Canada and its constituent Local 63. The minimum wage scale for such workers shall be as follows: . . . . . .

ADDENDUM

It is agreed and understood that the Committee on Immediate Action under the terms of the main agreement shall have authority to adjust disputes as to whether the worker belongs to group one or two.

Confirming our understanding, I wish to state in writing that we regard it as an essential principle of this collective agreement that no representative of our organization shall at any time enter the premises of the manufacturer for any purpose whatsoever, unless accompanied by the Manager or Assistant Manager of the Association.

I further wish to state that in reference to Paragraph No. 31 of the agreement, it is our firm intention not only to stipulate conditions of work and wages, which shall in no way be less than the terms of the agreement with the Association, but to do our utmost to enforce the same. As the best evidence of our good faith in this matter, and that we mean to square our actions with our promises, our organization will at all times be ready to accord to you, or to any one representing you, the opportunity of investigating and assuring yourself that we are doing everything possible to maintain the conditions of our agreement with employers that are members of the Association or not.

V

United Hatters of America

National Bill of Prices

Wage Scale of Prices

For all work in making and finishing departments of fur felt trade
Between United Hatters of North America, Local No.....
(Designate Department)
and the.....(.....)
(City or Town)

☞ This contract to remain in force from June 1st, 1920 to June 1st, 1921.

☞ The following Scale of Prices is based on an average earning of $55.00 per week on piece work, and a minimum of $1.25 per hour on all hour work, in conformity with the Laws of the United Hatters' of North America.

☞ The minimum for weekly help to be $50.00 per week.

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